

From: [McAllister, William](#)
To: [Talton, Chuck](#)
Subject: RE: RE: November 5, 2020 CERCLA 104(e) Information Request to ServiceMaster Global Holdings, Inc.
Date: Monday, January 11, 2021 5:34:18 PM
Attachments: [2021-01-07 SVM 104e Response.pdf](#)
[104e Response Cover Ltr 01112021.pdf](#)

Dear Mr. Talton,

Attached to this e-mail, please find the initial responses and objections of Terminix Global Holdings, Inc. to the information requested in the captioned matter, as referenced in my previously attached correspondence (also attached here for convenience). I also realized that the link to the website containing responsive documents was not properly provided in the below e-mail, so I am providing it now and repopulating it below:

<https://sidley.sharefile.com/f/fodc0683-34d0-46be-9c4b-6d0fb9ae9a6b>

As I mention below, to access the link, you can log in with your email address. Then, go to “Forgot Password” in the lower right-hand corner to establish a password for the first time. Again, if you have any questions regarding the link, response or the produced documents, please do not hesitate to contact me. I apologize for any confusion caused by the multiple e-mails.

Sincerely,

William R. McAllister, Esq.
General Counsel, Terminix Residential
 O: 901 597 2139 | M: 901 422 0311
 E: William.McAllister@terminix.com
 150 Peabody Place | Memphis, TN 38103
 Terminix.com

From: McAllister, William
Sent: Monday, January 11, 2021 4:15 PM
To: talton.chuck@epa.gov
Subject: RE: November 5, 2020 CERCLA 104(e) Information Request to ServiceMaster Global Holdings, Inc.

Dear Mr. Talton,

Attached to this e-mail, please find correspondence from Terminix Global Holdings, Inc. regarding the captioned matter. As referenced in the attached letter, below is a link to a website with documents responsive to this matter. To access the link, you can log in with your email address. Then, go to “Forgot Password” in the lower right-hand corner to establish a password for the first time.

<https://sidley.sharefile.com/f/fodc0683-34d0-46be-9c4b-6d0fb9ae9a6b>

If you have any questions regarding the link, response or the produced documents, please do not hesitate to contact me.

Sincerely,

William R. McAllister, Esq.
General Counsel, Terminix Residential
O: 901 597 2139 | M: 901 422 0311
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150 Peabody Place | Memphis, TN 38103
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NOTICE:

The information contained in this e-mail is considered Terminix intellectual property and is subject to confidentiality agreements in place between Terminix and its business partners. If you have received this email in error, please reply to the sender, and delete this message, copies, and attachments. For more information, please visit www.terminix.com/privacy.



William R. McAllister
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Memphis, TN 38103
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E-Mail: William.McAllister@servicemaster.com

January 11, 2021

Mr. Kenneth Talton
Superfund Enforcement Assessment Section (6SF-TE)
U.S. EPA, Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

Re: November 5, 2020 CERCLA 104(e) Information Request to ServiceMaster Global Holdings, Inc.

Dear Mr. Talton,

Enclosed with this letter please find the initial responses and objections of Terminix Global Holdings, Inc. to the information request issued under § 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act dated November 5, 2020 and received via regular mail. The 30-day deadline was extended to a rolling production due on January 11, 2021 and February 8, 2021, as reflected in a letter from Susan D. Webster, EPA, to me, dated December 4, 2020.

Terminix Global Holdings, Inc. will be contacting you separately by e-mail to provide a website link with documents responsive to this request, Bates labeled SVM000209 through SVM000358. If you have any questions regarding the response or the produced documents, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Will R McAllister".

William R. McAllister
General Counsel, Terminix

INITIAL RESPONSES AND OBJECTIONS OF SERVICEMASTER GLOBAL HOLDINGS, INC., THE SERVICEMASTER COMPANY, LLC, AND THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP TO THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S NOVEMBER 5, 2020 CERCLA § 104(e) REQUEST FOR INFORMATION

Terminix Global Holdings, Inc., The Terminix Company, LLC, and The Terminix International Company Limited Partnership (collectively, “Respondents”) hereby submit their Initial Responses and Objections to the Environmental Protection Agency’s (“EPA’s”) Information Request (“Request”), dated November 5, 2020, pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) regarding the Star Lake Canal Superfund Site. The Information Request was received via regular mail on November 9, 2020.¹ The 30-day deadline for response was extended to a rolling production due on January 11, 2021 and February 8, 2021, as reflected in a letter from Susan D. Webster, EPA, to William McAllister, dated December 4, 2020. Respondents have made a reasonable, good faith inquiry to identify information responsive to the Request within the timeframe allowed by EPA but Respondents expressly reserve their right to supplement these responses. Respondents will provide their Final Responses and Objections on or before the due date for the second production.

Please note that due to the passage of time, Respondents do not have responsive information beyond the limited existing documents related to this matter, and therefore these responses are based on such documents.

For convenience, the following Response and Objections are made on behalf of all three Respondents.

Respondents’ Responses to Requests for Information

GENERAL INFORMATION CONCERNING RESPONDENTS

- 1. Provide a copy of the complete Purchase Agreement, including all exhibits, inventories of real property and all assets transferred. Include a copy of all documents and all agreements related to, or cited within, the Purchase Agreement.**

Respondents object to the term “Purchase Agreement” as undefined, vague, and ambiguous. For the purpose of responding to this request, Respondents will interpret the term “Purchase Agreement” to refer to a November 12, 1986 Agreement for Purchase and Sale of Assets executed between Terminix International, Inc. (“Old Terminix”) and ServiceMaster Industries Inc.

¹ Effective October 5, 2020, ServiceMaster Global Holdings, Inc. changed its name to Terminix Global Holdings, Inc. On the same date, The ServiceMaster Company, LLC changed its name to The Terminix Company, LLC.

(“Asset Purchase Agreement”). Subject to, and without waiving, the foregoing objection, Respondents answer as follows:

Respondents previously provided a copy of the Asset Purchase Agreement and related documents within their possession, at SVM000001-55 and SVM000202-208. They continue to search their archives for all remaining exhibits or other related documents and expect to produce any responsive documents by February 8, 2021.

2. Provide a detailed explanation of the nature of the transaction, agreement or arrangement between Old Terminix and Terminix LP. The explanation shall include a description of the roles and duties of each officer and director of the two entities (i.e., Old Terminix and Terminix LP) and a list of all stockholders common to both entities.

There was no “transaction, agreement, or arrangement” directly between Old Terminix and Terminix International Company Limited Partnership (“Terminix LP”).

Instead, ServiceMaster Industries, Inc. and Old Terminix entered into the Asset Purchase Agreement on November 12, 1986. See SVM000001 through SVM000055. ServiceMaster Industries, Inc. purchased “substantially all of those assets related to [Old Terminix’s] termite inspection and extermination, pest control, and product sales business....” SVM000005. ServiceMaster Industries, Inc. and Old Terminix had no stockholders or officers in common.

Terminix LP was formed on November 25, 1986, approximately two weeks after the date of the Asset Purchase Agreement. Thus, no person acting in an official capacity as an officer or director of Terminix LP could have had any role or duty with respect to the negotiation and entry into Asset Purchase Agreement. On December 18, 1986, Terminix LP and its General Partner Terminix MGP, Inc. executed a Joinder in Agreement where Terminix LP substituted itself for ServiceMaster Industries, Inc. under the Asset Purchase Agreement, assuming its obligations, rights, and powers as the Buyer. SVM000054.

Terminix LP, as a limited partnership, has no stockholders. The partnership was formed by Terminix MGP Inc. and TM Special Partner, Inc. as general partners and Vernon T. Squires as the organizational limited partner. *See* SVM000319. Therefore, there were no stockholders common to both Old Terminix and Terminix LP. Furthermore, to the best of Respondents' information and belief based on available documents, no Terminix LP partner was also a stockholder of Old Terminix. Id.

A list of the officers and directors for both Old Terminix and Terminix LP is provided in the responses to Request Nos. 3 and 4 below. Due to the passage of time (the Asset Purchase Agreement was signed over 34 years ago), Respondents do not have information about the roles and responsibilities of any individuals beyond the limited existing documents related to this matter.

3. For each of the six entities – Cook, Terminix, LP, Old Terminix, ServiceMaster Industries, Inc., Riverside Chemical Company, and RCC – provide documents that reflect the following information as to that entity prior to the execution of the Purchase Agreement:

- a. the stockholders of each business entity and number of shares held by each stockholder;**
- b. the officers and directors of each business entity;**
- c. a description of the operations conducted by each business entity;**
- d. whether and when each business entity ceased ordinary business operations following the transaction;**
- e. whether and when each business entity liquidated and/or dissolved following the transaction; and**
- f. any and all plans, processes, or procedures that relate to the transition from the Old Terminix to Terminix LP.**

Respondents object to the term “Purchase Agreement” as undefined, vague, and ambiguous. For the purpose of responding to this request, Respondents will interpret the term “Purchase Agreement” to refer to the Asset Purchase Agreement as defined above.

Respondents also object to the term “Cook” as undefined, vague, and ambiguous. For the purpose of responding to this request, Respondents will interpret the term “Cook” to refer to Cook International, Inc.

Respondents further objection to the term “RCC” as undefined, vague, and ambiguous. Respondents will interpret the term to mean RCC, Inc.

Respondents object to the term “prior to” as undefined, vague, and ambiguous. Respondents will interpret “prior to” as referring to the time immediately before the November 12, 1986 Asset Purchase Agreement and not some unspecified antecedent time period.

Subject to, and without waiving, the foregoing objections, Respondents answer as follows:

Cook

Stockholders: Respondents previously produced a 1985 Cook International, Inc. proxy statement. The stockholders and shares they held, as of September 30, 1984, are listed at SVM000067 and SVM000137-138. At the time of the proxy statement, Cook International, Inc. was apparently contemplating a merger into “New Cook, Inc.”/ “Newco.” *See* SVM000122. Respondents have not identified any documents regarding whether that merger occurred or, if so, how it affected the ownership of Cook International, Inc.

Officers and Directors: The officers and directors, at the time of Cook International, Inc.’s 1985 proxy statement are listed at SVM000082-83. Under the contemplated merger into “New Cook, Inc.”/ “Newco,” the officers and directors are listed at SVM000123. Respondents have not identified any documents regarding whether that merger occurred.

Operations: It appears that, as of the date of its 1985 proxy statement, Cook International, Inc. owned two subsidiaries: Terminix International, Inc. (i.e., Old Terminix) a termite and pest control business, and Cook Energy Corporation which, in turn, owned NCC Energy, Inc., an oil

and gas exploration company based in Denver, Colorado. Cook International, Inc. also listed an unnamed subsidiary located in New York City which engaged in real estate transactions and was a limited partner in an unnamed strategic metals mining and oil and gas venture. *See* SVM000058 and SVM000078-80. Respondents have not identified any further responsive documents.

Cessation of Operations: Respondents have not identified any responsive documents.

Liquidation or Dissolution: Cook Industries, Inc. appears to have merged with and into Old Terminix on June 30, 1986. *See* SVM000142-147.

Transition: Respondents have not identified any responsive documents.

Terminix LP:

Terminix LP did not exist “*prior to*” the execution of the Asset Purchase Agreement. Therefore, Respondents have no responsive information with respect to Terminix LP. The following is provided for general informational purposes: Terminix LP is a limited partnership and does not have stockholders. General Partners Terminix MGP Inc., TM Special Partner, Inc., and Vernon T. Squires formed Terminix LP on November 25, 1986. SVM000166-167; SVM000319. As a limited partnership, Terminix LP had no officers or directors. General Partner Terminix MGP, Inc., exercised sole control over the business operations. See SVM000226-227 (Article 7.1). Terminix LP was created as a pest control company and had no prior operations. Terminix LP continues as a going concern. The transition of the termite and pest control assets purchased by ServiceMaster Industries, Inc. to Terminix LP is described generally in the Asset Purchase Agreement.

Old Terminix:

Stockholders: The stockholders, and the number of shares held by each, are listed in SVM000272.

Officers and Directors: Several of Old Terminix's directors and officers are listed at SVM000155-156; *see also* SVM000262-263.

Operations: Old Terminix's operations appear to be described at SVM000058 and SVM000078-80. Respondents do not know if this is a complete listing of Old Terminix's operations.

Cessation of Operations: Please see the response to Request No. 4 below.

Liquidation or Dissolution: Please see the response to Request No. 4 below.

Transition: Respondents have not identified any responsive documents.

ServiceMaster Industries, Inc.:

Stockholders: Respondents are continuing to search for responsive documents.

Officers and Directors: Officers and Directors are listed at SVM000172-176.

Operations: ServiceMaster Industries Inc. was a holding company for the various businesses under the ServiceMaster brand, including contract housekeeping services for hospitals and management services for healthcare and educational institutions.

Cessation of Operations: See response to Request No. 4 below.

Liquidation or Dissolution: See response to Request No. 4 below.

Transition: Respondents have not identified any responsive documents.

Riverside Chemical Company:

Stockholders: Respondents have not identified any responsive documents.

Officers and Directors: Respondents have not identified any responsive documents.

Operations: Respondents have not identified any responsive documents.

Cessation of Operations: Respondents have not identified any responsive documents.

Liquidation or Dissolution: Respondents have not identified any responsive documents.

Transition: Respondents have not identified any responsive documents.

RCC:

Stockholders: Respondents have not identified any responsive documents.

Officers and Directors: Respondents have not identified any responsive documents.

Operations: Respondents have not identified any responsive documents.

Cessation of Operations: Respondents have not identified any responsive documents.

Liquidation or Dissolution: Respondents have not identified any responsive documents.

Transition: Respondents have not identified any responsive documents.

4. For each of these six entities – Cook, Terminix, LP, Old Terminix, ServiceMaster Industries, Inc., Riverside Chemical Company, and RCC – provide documents that reflect the following information as to that entity after the execution of the Purchase Agreement:

a. the stockholders of each business entity and number of shares held by each stockholder;

b. the officers and directors of each business entity;

c. a description of the operations conducted by each business entity;

d. whether and when each business entity ceased ordinary business operations following the transaction;

e. whether and when each business entity liquidated and/or dissolved following the transaction; and

f. any and all plans, processes, or procedures that relate to the transition from the Old Terminix to Terminix LP.

Respondents object to the term “Purchase Agreement” as undefined, vague, and ambiguous. For the purpose of responding to this request, Respondents will interpret the term “Purchase Agreement” to refer to the Asset Purchase Agreement, as defined above.

Respondents also object to the term “Cook” as undefined, vague, and ambiguous. For the purpose of responding to this request, Respondents will interpret the term “Cook” to refer to Cook International, Inc.

Respondents further objection to the term “RCC” as undefined, vague, and ambiguous. Respondents will interpret the term to mean RCC, Inc.

Respondents object to the term “after” as undefined, vague, and ambiguous. Respondents will interpret “after” as referring to the time immediately following the November 12, 1986 Asset Purchase Agreement and not some unspecified future time period (or the entire time from then to the present).

Subject to, and without waiving, the foregoing objections, Respondents answer as follows:

Cook:

Cook Industries, Inc. appears to have merged with and into Old Terminix prior to the Agreement for Purchase and Sale of Assets and therefore was not in existence “*after*” the execution of the Asset Purchase Agreement. *See* SVM000142-47. Therefore, Respondents have no responsive information with respect to Cook Industries, Inc. The following is provided for general informational purposes: Despite the 1989 dissolution of Old Terminix (discussed below), a company called Cook Investment Properties, Inc. apparently continued operating for some future time period. Its assets included California Nickel, a mining operation. Attached is the Amendment to Certificate of Limited Partnership of California Nickel, a California Limited Partnership, where Old Terminix is terminated as a partner and replaced by Cook Investment Properties, Inc. on December 29, 1986. Notably, Cook Investment Properties, Inc. has the same address as Cook Industries, Inc.: 205 Royal Palm Way Palm Beach, FL 33480. Compare SVM000154 with SVM000356.

Terminix LP

Stockholders: As noted above, Terminix LP is a limited partnership and does not have stockholders; rather, it has partners.

On December 15, 1986, Terminix LP revised its limited partnership agreement. SVM000213-258. Under this amended and restated limited partnership agreement, Terminix MGP, Inc. continued as a General Partner and TM Special Partner, Inc. was defined as a “Special General Partner.” Vernon Squires was terminated as organizational limited partner. SVM000214. The agreement included provisions for Class A Limited Partners, Edward W. Cook, Everett R. Cook, and Fred. E. Slocum. As shown on Schedule A of the amended and restated agreement, SVM000258, the Class A Limited Partners contributed \$1,320,000 in capital for a collective indirect 4.00% partnership interest in Terminix LP. SVM000219. The amended and restated agreement also created a Class B Limited Partner, ServiceMaster Industries, Inc., which contributed \$26,400,000 in capital. SVM000220.

Officers and Directors: As a privately held limited partnership, Terminix LP had no officers or directors. Based on the documents, general partner Terminix MGP, Inc., exercised sole control over the business operations. SVM000226-227; *see also* SVM000234-235 (“The Class A Limited Partners both as a group and individually ... shall not take part in the operation, management or control (within the meaning of the Delaware Act) of the Partnership’s business, transact any business in the Partnership’s name or have the power to sign documents for or otherwise bind the Partnership.”).

Operations: Pursuant to the Asset Purchase Agreement, the business of Terminix LP was termite inspections and exterminations, pest control, and the sales of related products. SVM000005. This continues to be Terminix LP’s primary business.

Cessation of Operations: Terminix LP continues as a going concern.

Liquidation or Dissolution: Terminix LP continues as a going concern.

Transition: The transition of the termite and pest control assets purchased by ServiceMaster Industries, Inc. is described generally in the Asset Purchase Agreement and the Amended and Restated Limited Partnership Agreement. SVM000213-258.

Old Terminix:

Stockholders: See Response to Request No. 3.

Officers and Directors: See Response to Request No. 3.

Operations: Respondents have not identified any responsive documents.

Cessation of Operations: Respondents have not identified any responsive documents.

Liquidation and Dissolution: Old Terminix's stockholders approved a plan of liquidation and dissolution on July 18, 1986. See SVM000264-271. However, apparently Old Terminix did not actually dissolve until October 11, 1989. SVM000201.

ServiceMaster Industries, Inc.

Stockholders: Respondents are continuing to search for potentially responsive records.

Officers and Directors: Officers and directors are listed at SVM000172 through SVM000176.

Operations: To the best of Respondents' knowledge, the company's operations were unchanged until its dissolution.

Cessation of Operations: The company's operations ceased upon dissolution.

Liquidation or Dissolution: ServiceMaster Industries, Inc. dissolved on December 30, 1986. See SVM000169-170.

Transition: Respondents have not identified any responsive documents.

Riverside Chemical Company:

Stockholders: Respondents have not identified any responsive documents.

Officers and Directors: Respondents have not identified any responsive documents.

Operations: Respondents have not identified any responsive documents.

Cessation of Operations: Respondents have not identified any responsive documents.

Liquidation or Dissolution: Respondents have not identified any responsive documents.

Transition: Respondents have not identified any responsive documents.

RCC:

Stockholders: Respondents have not identified any responsive documents.

Officers and Directors: Respondents have not identified any responsive documents.

Operations: Respondents have not identified any responsive documents.

Cessation of Operations: Respondents have not identified any responsive documents.

Liquidation or Dissolution: Respondents have not identified any responsive documents.

Transition: Respondents have not identified any responsive documents.

5. Provide all documents concerning the transfer or sale of the Riverside Chemical Company (aka RCC, Inc.) property in Port Neches, Texas to Chemall, Inc.

Respondents have not identified any responsive documents.

6. Provide all documents concerning the dissolution of the Riverside Chemical Company and RCC, Inc.

Respondents have not identified any responsive documents.

7. Provide all documents that relate to any environmental matters for Riverside Chemical Company and RCC, Inc.

Other than the Preliminary Nexus Summary for the Riverside Chemical Company, provided to Respondents as Enclosure 4 to EPA's August 15, 2018 Section 104(e) request, Respondents have not identified any responsive documents.

Respondents' Objections

1. Respondents object to the extent the Request seeks information that is protected by any applicable privilege. Respondents' responses are not intended as, and should not be construed as, a waiver or relinquishment of any protection, privilege or immunity. Respondents reserve the right to withdraw and recover any documents or information covered by any applicable privilege if they inadvertently or mistakenly produce such documents or information in their responses to the Request.
2. Respondents object to the extent the Request uses undefined, vague or ambiguous terms that are capable of multiple interpretations. Reasonable assumptions will be made, where possible, as to the intended meanings.
3. Respondents objects to the extent the Request seeks documents or information that may be obtained from some other source or third party, including EPA's own files, that are more convenient, less burdensome or less expensive, or to the extent that responding will be oppressive, unduly burdensome, or unreasonably expensive.

Respondents' Objections to EPA Directions and Instructions

1. Respondents object to Instruction 1 to the extent it requires Respondents to provide narrative responses in a circumstance where, due to the passage to time, Respondents do not have responsive information beyond the limited existing documents related to this matter. Respondents have made a good faith effort to draft narrative responses based on such documents, but Respondents do not warrant or admit that the information in the underlying documents is necessarily correct or complete.
2. Respondents object to Instruction 3, claiming that the Request is continuing in nature, as unduly burdensome and beyond the scope of EPA's authority under 42 U.S.C. § 9604(e). Respondents are producing documents pursuant to a reasonable, good faith inquiry to identify documents and information responsive to the Request. Requiring Respondents to continue searching for responsive documents and information, and then provide supplemental responses, in perpetuity imposes an undue and unreasonable burden and is not authorized by any reasonable interpretation of 42 U.S.C. § 9604(e).

Respondents' Objections to EPA Definitions

1. Respondents object to Definition 2 to the extent the Request seeks "any and all" information and/or documents as overly broad, unduly burdensome and costly. The Request seeks information going as far back as the early 1940s involving numerous business transactions and defunct corporate entities. It would be infeasible to identify "all" documents that respond to some of the questions posed in the Request.
2. Respondents object to the definition of "you" or "your" or "Respondent" as including "officers, managers, employees, contractors, tastes, partner, successors and agents." It is not clear from the context of this definition what "tastes" is intended to indicate. Further, Respondents object to the inclusion of contractors and agents in the definition of "you" or "your" or "Respondent" as it includes unnamed third-party entities over which the

Respondents may not have control with respect to the Request. This response is submitted on behalf of the three named Respondents only.

ASSIGNMENT OF TRADEMARKS,
SERVICE MARKS, AND REGISTRATIONS THEREOF
AND OF AN APPLICATION TO REGISTER
A SERVICE MARK

WHEREAS Terminix International, Inc., a Tennessee corporation the address of which is 855 Ridge Lake Blvd., Memphis, Tennessee 38119, is the owner of the following trademarks, service marks, and Federal registrations thereof.

<u>Mark</u>	<u>Registration No.</u>	<u>Goods or Services</u>
TERMINIX (stylized)	290,733	Insecticides
TERMINIX	635,715	Termite control services
BRUCE	636,685	Insecticides
TERMINIX TERMINATES TERMITES	671,638	Termite control services
PROFESSIONAL KILLER	856,233	Termite and other household pest control services
4-WAY PRECISION PEST CONTROL	904,056	Termite and other household pest control services
Bug Design	924,021	Termite and other household pest control services
BRUCE and design	940,190	Termite and other household pest control services
BRUCE	940,733	Termite and other household pest control services

TERMINIX	1,404,366	Pest control services
TERMINIX and design	1,405,274	Pest control services

WHEREAS Terminix International, Inc., is the owner of the following state registrations of the trademark TERMINIX for insecticides:

<u>State</u>	<u>Registration No.</u>
Texas	6,737
California	24,769

WHEREAS Terminix International, Inc. is the owner of the following application to register a service mark:

<u>Mark</u>	<u>Application S.N.</u>	<u>Services</u>
Bug Design	586,336	Pest control services

WHEREAS Terminix International Company Limited Partnership, a Delaware limited partnership the address of which is 2300 Warrenville Road, Downers Grove, Illinois 60515, is desirous of acquiring the entire interest in the above trademarks, service marks, and registration thereof in all countries in which Terminix International, Inc. has rights therein.

NOW, THEREFORE, in consideration of the payment by Terminix International Company Limited Partnership to Terminix International, Inc., of the sum of One Dollar, the receipt of which is hereby acknowledged, and for other good and valuable consideration, Terminix International, Inc. hereby sells,


assigns, and transfers to Terminix International Company Limited Partnership the full and exclusive right, title and interest to (1) the above trademarks and service marks, the good will represented thereby, and the right to recover for pre-transfer infringements thereof in all countries in which Terminix International, Inc. has rights therein; (2) the above Federal and state registrations; (3) the above application to register a service mark in the United States Patent and Trademark Office; and (4) all foreign trademark and service mark registrations owned by Terminix International, Inc. and all pending foreign applications to register trademarks and service marks owned by Terminix International, Inc.

Terminix International, Inc. hereby covenants that no assignment, sale, or encumbrance has been or will be made or entered into which will conflict with this assignment and sale.

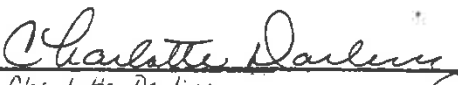
Terminix International, Inc. further covenants that, upon request of Terminix International Company Limited Partnership, it (1) will promptly provide Terminix International Company Limited Partnership with all pertinent facts and documents relating to the above trademarks and service marks known and/or reasonably accessible to Terminix International, Inc.; (2) will provide witnesses under its control to testify as to the same in any Patent and Trademark Office proceeding or litigation relating thereto; and (3) will promptly execute and deliver to Terminix Company Limited Partnership or its legal representatives any and all papers, instruments, or affidavits required to apply for,

obtain, maintain, or enforce the above trademarks and service marks and registrations thereof in any state or country.

Date: Dec. 18, 1986


Fred E. Slocum
Senior Executive Vice President
Terminix International, Inc.

Date: Dec. 18, 1986


Charlotte Darling
Assistant Secretary
Terminix International, Inc.

Corporate Seal

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

BEFORE PAYMENT OF CAPITAL

* * * * *

TM SPECIAL PARTNER, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That Article FOURTH of the Certificate of Incorporation be and it hereby is amended to read as follows:

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is Ten Thousand (10,000). The shares shall have a par value of One Dollar (\$1.00). All such shares are of one class and are shares of Common Stock.

SECOND: That the corporation has not received any payment for any of its stock.

THIRD: That the amendment was duly adopted in accordance with the provisions of section 241 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said TM SPECIAL PARTNER, INC. has caused this certificate to be signed by L. T. Van Eerden, its President, and attested by Vernon T. Squires, its secretary, this 2nd day of December, 1986.

TM SPECIAL PARTNER, INC.

By

L. T. Van Eerden
President

ATTEST:

By

Vernon T. Squires
Secretary

9274C/121086/11:00AM

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into by and between Terminix MGP, Inc., a Delaware corporation, as the General Partner, TM Special Partner, Inc., a Delaware corporation, as the Special General Partner, the persons executing the 'Class A Limited Partners Signature Page' as the Class A Limited Partners, and ServiceMaster Industries Inc., a Delaware corporation, as the Class B Limited Partner.

The Partnership was formed by the filing of a certificate of limited partnership for organizational purposes only by the General Partner and the Special General Partner and the Organizational Limited Partner on November 25, 1986. The General Partners and the Organizational Limited Partner (Vernon T. Squires) now desire to amend and restate the limited partnership agreement of the Partnership in its entirety for the purpose of, among other things, admitting the Class A Limited Partners and the Class B Limited Partners to the Partnership and terminating the interest of the Organizational Limited Partner, as follows:

ARTICLE I

Organizational Matters

1.1 Formation. The General Partner, the Special General Partner, the Class A Limited Partners and the Class B Limited Partner hereby continue the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Delaware Act. The Partnership interest of any Partner shall be personal property for all purposes.

1.2 Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "The Terminix International Company". The Partnership's business may be conducted under any other name or names deemed advisable by the General Partner, including the name of the General Partner or any Affiliate. The words "Limited Partnership" shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires. The General Partner in its sole discretion may change the name of the Partnership at any time and from time to time.

1.3 Registered Office; Principal Office. The address of the registered office of the Partnership in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the registered agent for service

SVM000214

of process on the Partnership in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be 2300 Warrenville Road, Downers Grove, Illinois 60515, or such other place as the General Partner may from time to time designate to the Partners. The Partnership may maintain offices at such other place or places as the General Partner deems advisable.

1.4 Power of Attorney. (a) Each Partner hereby constitutes and appoints the General Partner and the Liquidator (and any successor to either thereof by merger, assignment, election or otherwise) with full power of substitution as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (A) this Agreement, all certificates and other instruments and all amendments thereof which the General Partner or the Liquidator deems reasonable and appropriate or necessary to form, qualify, or continue the qualification of, the Partnership as a limited partnership (or a partnership in which limited partners have limited liability) in the State of Delaware and in all other jurisdictions in which the Partnership may conduct business or own property; (B) all instruments which the General Partner or the Liquidator deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement made in accordance with its terms; (C) all conveyances and other instruments or documents which the General Partner or the Liquidator deems appropriate or necessary to reflect the dissolution and liquidation of the Partnership pursuant to the terms of this Agreement, including a certificate of cancellation; and (D) all instruments relating to the admission, withdrawal or substitution of any Partner pursuant to Article XI or Article XII; and

(ii) execute, swear to and acknowledge all ballots, consents, approvals, waivers, certificates and other instruments appropriate or necessary, in the sole discretion of the General Partner or the Liquidator, to make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action which is made or given by the Partners hereunder or is consistent with the terms of this Agreement and/or appropriate or necessary, in the sole discretion of the General Partner or the Liquidator, to effectuate the terms or intent of this Agreement; provided, however, that when the consent or approval of the Special General Partner or the Limited Partners is required by Section 14.2, the General Partner or the Liquidator may exercise the power of attorney made in this subsection (ii) only after obtaining the necessary consent or approval by the Special General Partner or the Limited Partners.

Nothing herein contained shall be construed as authorizing the General Partner to amend this Agreement except in accordance

with Article XIV or as may be otherwise expressly provided for in this Agreement.

(b) The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, bankruptcy or termination of any Partner or the transfer of all or any portion of his or its Partnership Interest and shall extend to such Partner's heirs, successors, assigns and personal representatives. Each such Partner hereby agrees to be bound by any representations made by the General Partner or the Liquidator, acting in good faith pursuant to such power of attorney; and each such Partner hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the General Partner or the Liquidator, taken in good faith under such power of attorney. Each Partner shall execute and deliver to the General Partner or the Liquidator, within 15 days after receipt of the General Partner's or the Liquidator's request therefor, such further designations, powers of attorney and other instruments as the General Partner or the Liquidator deem necessary to effectuate this Agreement and the purposes of the Partnership.

1.5 Term. The Partnership commenced upon the filing of the Certificate of Limited Partnership of the Partnership in accordance with the Delaware Act and shall continue in existence until the close of Partnership business on December 31, 2036 or until the earlier termination of the Partnership in accordance with the provisions of Article XIV.

ARTICLE II

Definitions

The following definitions shall be for all purposes, unless clearly indicated to the contrary, applied to the terms used in this Agreement.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in the definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Amended and Restated Agreement of Limited Partnership, as it may be amended, supplemented or restated from time to time.

"Business Day" means Monday through Friday of each week, except that a legal holiday recognized as such by the Government of the United States or the states of Illinois or Tennessee shall not be regarded as a Business Day.

"Capital Account" means the capital account maintained for a Partner pursuant to Section 4.5.

"Capital Contribution" means any cash and cash equivalents which a Partner contributes to the Partnership pursuant to Section 4.1 - 4.4.

"Certificate of Limited Partnership" means the Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware pursuant to Section 7.2, as it may be amended and/or restated from time to time.

"Class A Limited Partners" means all of the persons who have executed the 'Class A Limited Partners Signature Page' which is attached to this Agreement, who shall be Edward W. Cook and his designees, or any Affiliates of the foregoing.

"Class B Limited Partner" means ServiceMaster Industries Inc., a Delaware corporation, or any Affiliate to which it transfers its Units.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time, and applicable regulations thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

"Commencement Date" means the Closing Date as defined in the Terminix Acquisition Agreement.

"Delaware Act" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C Sections 17-101, et seq., as it may be amended from time to time, and any successor to such Act.

"Designated Amount" shall mean with respect to the Special General Partner and the Class A Limited Partners, the amount equal to the greater of (a) \$901,000 per Fiscal Year, or (b) the total of all payments which would be due on the Equity Loan per Fiscal Year under the assumption that all of the shareholders of the Special General Partner and the Class A Limited Partners borrowed the entire amount of their entire Capital Contributions hereunder from the same lender under the same terms and conditions of the Equity Loan.

"Equity Loan" means the loan arranged by the BUYER under the Terminix Acquisition Agreement in order to fund the Contributions of the Special General Partner and Class A Limited Partner hereunder, on terms substantially requiring a level quarterly payment (subject to fluctuations in the interest rate) sufficient to cover debt service on such Contributions, and twenty-five percent (25%) of the principal amount of such Contributions, amortized over a five (5) year period.

"Fiscal Year" means the calendar year.

"General Partner" means Terminix MGP, Inc., a Delaware corporation.

"General Partners" means the General Partner and the Special General Partner.

"Limited Partner" means any person who is a Class A Limited Partner or a Class B Limited Partner.

"Liquidator" has the meaning specified in Section 14.3.

"Opinion of Counsel" means a written opinion of counsel (who may be regular counsel to the Partnership or the General Partner) acceptable to the General Partner.

"Net Cash Flow" means total revenues generated from the operations of the Partnership or otherwise (but specifically excluding (i) receipts from capital contributions to the Partnership and (ii) Partnership Cash from Major Capital Transactions (as defined in Section 6.3 hereof) and (iii) proceeds from loans to the Partnership) reduced by (a) all expenses incident to the operation and management of the Partnership, excluding any expense not involving a cash expenditure, such as amounts charged for depreciation; (b) all current payments on account of any Loan(s) of the Partnership, including without limitation debt service to third party lenders; (c) expenditures for capital assets not financed through reserves previously set aside by the Partnership for such purposes; and (d) reasonable reserves for working capital and future obligations.

"Partner" means the General Partner, the Special General Partner, any Class A Limited Partner or the Class B Limited Partner.

"Partnership" means the limited partnership organized pursuant to this Agreement.

"Partnership Interest" means the ownership interest of a Partner in the Partnership.

"Percentage Interest" means the ratio of the number of Units held by a person to the total number of Units, expressed as a percentage. At the Commencement Date the Percentage Interests of the Partners are: General Partner 1%; Special General Partner, 16%; Class A Limited Partners as a group, 4%; and the Class B Limited Partner, 79%.

"Person" means an individual or a corporation, partnership, trust, unincorporated organization, association or other entity.

"SGP Representative" means Carlos H. Cantu, as long as he is a shareholder of the Special General Partner, and thereafter the designee of the majority of the shareholders of the Special General Partner.

"Special General Partner" means TM Special Partner, Inc., a Delaware corporation.

"Terminix Acquisition Agreement" means the Agreement for Purchase and Sale of Assets dated November 12, 1986 by and between Terminix International, Inc., a Tennessee corporation, and ServiceMaster Industries Inc., a Delaware corporation.

"Unit" means a one tenth of one percent (0.1%) Partnership Interest.

ARTICLE III

Purpose

The purpose and business of the Partnership shall be the conduct of a termite inspection and extermination, pest control and product sales business including, without limitation, the acquisition, management, operation and disposition of the properties acquired by the Partnership under the Terminix Acquisition Agreement; the carrying on of any business relating thereto or arising therefrom; the entering into of any partnership, joint venture or other similar arrangement to engage in any of the foregoing or the ownership of interests in any entity engaged in any of the foregoing; and anything incidental or necessary to the foregoing, all for the production of income and profit.

ARTICLE IV

Capital Contributions

4.1 General Partner. The General Partner shall not be required to contribute to the capital of the Partnership except (a) as may be necessary to pay liabilities of the Partnership for which provision cannot otherwise be made through cash flow generated from operations of the Partnership or debt incurred in accordance with this Agreement, or (b) as otherwise expressly required pursuant to the provisions of this Agreement. The General Partner will at all times while serving in such capacity retain its Percentage Interest entitling it to a 1% participation in the Partnership's income, gains, losses, deductions and credits, but only for so long as it continues to serve in such capacity.

4.2 Special General Partner. On the Commencement Date, the Special General Partner shall contribute to the Partnership cash, payable by cash, certified or cashier's check or wire transfer, in the amount of \$5,280,000. The Special General Partner shall not be required to contribute any additional amounts to the Partnership.

4.3 Class A Limited Partners. On the Commencement Date, the Class A Limited Partners shall contribute to the Partnership cash in the aggregate amount of \$1,320,000, payable by cash, certified or cashier's check or wire transfer. Each Class A Limited Partner shall contribute to the Partnership the amount set forth opposite his name in Schedule A hereto.

4.4 Class B Limited Partner. (a) On the Commencement Date, the Class B Limited Partner shall contribute \$26,400,000, payable by cash, certified or cashier's check or wire transfer.

(b) If an Affiliate of the Class B Limited Partner other than the General Partner makes any payment on behalf of the Partnership in complete or partial discharge of Partnership indebtedness, subject to the approval of the General Partner, the amount of such payment shall be deemed to be a Capital Contribution by the Class B Limited Partner. Notwithstanding any change to the Capital Account of the Class B Limited Partner resulting from the foregoing, the Percentage Interests of the Partners shall remain unaffected by any such payments.

4.5 Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with federal income tax accounting principles, maintained in accordance with Treasury Regulation Section 1.704-1(b). The Capital Account of each Partner shall be increased by: (i) the amount of any cash and the fair market value of any property contributed to the Partnership by such Partner (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to); (ii) the amount of Partnership income and gain or items thereof allocated to such Partner; (iii) such Partner's prorata share (determined in the same manner as such Partner's share of income, gains, losses, deductions and credits) of any other amount received by the Partnership during such year which is exempt from Federal Income Tax; and (iv) other items to the extent mandated by Treasury Regulation Section 1.704-1(b). The Capital Account of each Partner shall be reduced by: (i) the amount of money distributed to the Partner by the Partnership; (ii) the fair market value of property distributed by the Partnership to the Partner (net of liabilities secured by such distributed property that the Partner is considered to assume or take subject to); (iii) the amount of Partnership losses and deductions or items thereof allocated to the Partner; (iv) such Partner's prorata share (determined in the same manner as such Partner's share of income, gains, losses, deductions or credits) of any other expenditures of the Partnership which are not deductible in computing the Partnership's taxable income and which are not properly capitalized; and (v) other items to the extent mandated by Treasury Regulation Section 1.704-1(b).

4.6 Interest. No interest shall be paid by the Partnership on Capital Contributions or on balances in Partners' Capital Accounts.

4.7 No Withdrawal. A Partner shall not be entitled to withdraw any part of his or its Capital Contribution or his or its Capital Account or to receive any distribution from the Partnership, except as provided in Article VI, Articles XIII and XIV.

4.8 Loans from Partners. Loans by a Partner to the Partnership shall not be considered Capital Contributions. If any Partner shall advance funds to the Partnership in excess of the amounts required hereunder to be contributed by it to the capital of the Partnership,

the making of such advances shall not result in any increase in the amount of the Capital Account of such Partner. The amounts of any such advances shall be a debt of the Partnership to such Partner and shall be payable or collectible only out of the Partnership assets in accordance with the terms and conditions upon which such advances are made. All such advances shall be made on terms at least as favorable as the Partnership could bargain for at arms length with unrelated third party lenders.

4.9 Units. There shall be no prohibition on the division of Units as to fractional Units by any Partner or the Partnership issuing or transferring such units or parts thereof under this Agreement.

ARTICLE V

Allocations and Distributions

5.1 Determination of Profits and Losses. The profits and losses of the Partnership shall be determined for each Fiscal Year in accordance with the accrual method of accounting within ninety (90) days after the end of such Fiscal Year. The terms "Profits" and "Losses" as used herein include each item of Partnership income, gain, loss, deduction and credit, as the case may be.

5.2 Allocation of Operating Profits and Losses. Except as otherwise provided herein, the Profits and Losses of the Partnership, other than profits and losses arising from Major Capital Transactions (as defined herein), shall be allocated with respect to each Fiscal Year in the following manner:

- (a) Profits. Such Profits shall be allocated in accordance with the Percentage Interests.
- (b) Losses. Such Losses shall be allocated 1% to the General Partner, to the Special General Partner in the percentage which is fifty percent (50%) of its Percentage Interest, to the Class A Limited Partners in the percentage which is fifty percent (50%) of their respective Percentage Interests and the balance to the Class B Limited Partner; provided, however, that, in the event the Losses allocated to the Special General Partner and the Class A Limited Partners are less than the Profits allocated to such Partners under Section 5.2(a) above, the amount of Losses allocated to such Partners shall be correspondingly increased to an amount equal to the Profits allocated to such Partners under Section 5.2(a) and the Losses allocated to the General Partner and the Class B Limited Partner shall be correspondingly reduced in proportion to their loss sharing ratios as set forth in the Section 5.2(b); provided, further, that, in no event, shall the Losses allocated to the Special General Partner and the Class A Limited Partners exceed their

respective Percentage Interests in the Partnership. Losses occurring after the expiration of the fifth Fiscal Year of the Partnership shall be allocated in accordance with the Partners' respective Percentage Interests.

5.3 Profits and Losses from Major Capital Transactions. The Profits and Losses of the Partnership arising from Major Capital Transactions shall be determined for each Fiscal Year in which such Profits or Losses from Major Capital Transactions occur in accordance with the accounting method followed by the Partnership for federal income tax purposes. Such Profits and Losses for Major Capital Transactions shall, except as otherwise herein provided, be allocated to the Partners as follows:

(a) such Profits shall be allocated as follows:

(i) to the Special General Partner and the Class A Limited Partners, in proportion to their respective Percentage Interests, until the Profits allocated to the Special General Partner and the Class A Limited Partners under this Section 5.3(a)(i) increases the Capital Accounts of the Class A Limited Partners and the Special General Partner in an amount equal to the difference between: (1) the Designated Amount for the Fiscal Year in which the Major Capital Transaction occurs; and (2) the sum of the distributions previously made to the Special General Partner and the Class A Limited Partners under Sections 6.1 and 6.2(c) hereof for such Fiscal Year; and

(ii) the balance, if any, in accordance with Section 5.2(a).

(b) Such Losses shall be allocated in accordance with Section 5.2(b) hereof.

5.4 Allocation in Event of Transfer. Each item of income, gain, loss, deduction or credit allocable to a Partner's Percentage Interest that is transferred in whole or in part during any year shall, if permitted by law, be allocated according to the varying Percentage Interests of the Partners during the year. In applying this rule, the Partners shall prorate such Partnership items over the Partnership year by assigning the appropriate portion of each such item to each day in the period to which it is attributable.

5.5 Allocation of Profits and Losses or Distribution of Assets in Kind. In the event all or a portion of the assets of the Partnership are to be distributed to the Partners in kind, the Capital Accounts of the Partners shall be:

(a) increased by the gain which would have been recognized by the Partnership if the assets to be distributed in kind were sold by the Partnership at a price equal to the fair market value of such assets and any such Profits were allocated between the Partners in accordance with the provisions of this Article 5; or

(b) decreased by the loss which would have been recognized by the Partnership if the assets to be distributed in kind were sold by the Partnership at a price equal to the fair market value of such assets and any such Losses were allocated between the Partners in accordance with the provisions of this Article 5.

For purposes hereof, "fair market value" shall be an amount agreed upon unanimously by the Partners within thirty (30) days of a determination to distribute assets in kind pursuant hereto, and if not so agreed, by appraisal performed by an appraiser selected in the reasonable good faith discretion of the General Partner, provided such appraiser shall be an M.A.I. appraiser with at least five (5) years prior experience in valuing similar assets.

5.6 Elections. In the event of a transfer of any Units, including a transfer at death, the Partnership, upon the good faith approval of the General Partner, specifically taking into account the request of the Partner transferring such Units, may elect pursuant to Section 754 of the Internal Revenue Code of 1986, as amended, to adjust the basis of the Partnership's assets. Except insofar as an election pursuant to Section 754 has been made with respect to the interest of any Partner, the determination of any Profits, Losses, Net Cash Flow and Partnership Cash from Major Capital Transactions shall be made as provided for in this Agreement. Each Partner agrees to furnish the Partnership with all information necessary to give effect to such election.

5.7 Deficit in Capital Account Balances. Upon dissolution and termination of the Partnership, the General Partner shall contribute to the capital of the Partnership an amount equal to the negative balance, if any, in its Capital Account. Any amount contributed by the General Partner under this Section 5.7 shall be distributed according to the priorities set forth in Section 14.3 hereof.

5.8 Recharacterization of Fees and Guaranteed Payments. Notwithstanding anything to the contrary herein, in the event that any fees, interest, or other amounts paid or payable to any Partner or any of its Affiliates (or any fees paid or payable to a third party) are deducted by the Partnership in reliance in Section 707(a) or 707(c) of the Code (or would so be if such payee were treated as a Partner), and such fees, interest, or other amounts are disallowed as deductions to the Partnership and are recharacterized as Partnership distributions, then there shall be allocated to such Partner prior to the allocations otherwise pursuant to this Article, an amount of Partnership gross revenues for the year in which such fees, interest or other amounts are treated as Partnership distributions in an amount equal to such fees, interest or other amounts treated as distributions.

5.9 Imputation of Profit or Loss. Notwithstanding anything to the contrary in this Agreement, and to the extent that, as a result of the Partnership engaging in any transaction with any Partner, any Partner is deemed to recognize income as a result of any transaction between such Partner and the Partnership pursuant to Sections 1272-1274, Section 7872, Section 483 or Section 482 of the Code, or any similar provision now or hereafter in effect, or the Partnership is deemed to receive income under any of these provisions, any corresponding resulting loss, deduction or income of the Partnership shall be allocated to the Partner who engaged in such transaction with the Partnership.

5.10 Minimum Gain. If any Partner's Capital Account has a deficit balance resulting in whole or in part from allocations of loss or deduction attributable to nonrecourse debt which is secured by Partnership property, which deficit balance exceeds such Partner's share of minimum gain (as defined below), then gross income and gain shall first be allocated to such Partner in an amount equal to such excess. For purposes of this Section 5.10, "minimum gain" means the excess of the outstanding principal balance of nonrecourse debt which is secured by Partnership property over the Partnership's adjusted tax basis of such property. The Partners hereby acknowledge that this Section 5.10 is intended to comply with the requirements of Treasury Regulation Section 1.704-1(b)(4)(iv) and is to be interpreted, if possible, to comply with the requirements of such regulation. The General Partner shall have complete discretion to amend this provision if such an amendment would not have a material adverse effect on the Special General Partner or the Class A Limited Partner and if, in the opinion of counsel, such amendment is advisable to comply with Treasury Regulation Section 1.704-1(b)(4)(iv).

5.11 Qualified Income Offset. Notwithstanding any provision to the contrary herein, in the event the Special General Partner, the Class A Limited Partners, or the Class B Limited Partner unexpectedly receives an adjustment, allocation or distribution due to items set forth in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), that results in such Partner having a negative balance in its Capital Account, such Partner shall, as quickly as possible, be allocated items of gross income in an amount sufficient to eliminate such negative balance as quickly as possible.

ARTICLE VI

Distributions of Net Cash Flow

6.1 Distributions of Net Cash Flow. (a) Except as otherwise provided in this Agreement or required by law, for the first five (5) Fiscal Years of the Partnership, distributions of available Net Cash Flow shall be made at such time as the General Partner shall determine, but not less often than quarterly, in the following manner:

- (i) to the Special General Partner and to the Class A Limited Partners, in proportion to their respective Percentage Interests, in an amount equal to the Designated Amount;
- (ii) thereafter, the balance, if any, shall be distributed to the General Partner and the Class B Limited Partner, in proportion to their respective Percentage Interests.

(b) All distributions of cash flow made on or after the expiration of the fifth Fiscal Year of the Partnership shall be distributed in accordance with the Partners' respective Percentage Interests.

6.2 Distribution of Partnership Cash from Major Capital Transactions. Partnership cash from Major Capital Transactions (as defined in Section 6.3) shall be distributed according to the following order of priority:

- (a) to meet the current obligations of the Partnership with regard to the payment of all taxes and secured third party creditors of the Partnership;
- (b) to meet the current obligations of the Partnership with regard to the payment of all debts and obligations of the Partnership to unsecured third party creditors of the Partnership;
- (c) the balance, if any, shall be distributed in accordance with Section 6.1 hereof.

6.3 Partnership Cash from Major Capital Transactions. Partnership cash from Major Capital Transactions shall mean the proceeds derived by the Partnership from a Major Capital Transaction (as defined in this Section 6.3) after retirement of any applicable mortgage or other Partnership debt or part thereof, less any expense incurred in connection with the receipt or collection of any such proceeds, and in each case only to the extent that such proceeds are not applied to or set aside for the reduction of Partnership liabilities or for other valid Partnership purposes (as mutually agreed to by the Partners). For purposes of this Agreement, the term Major Capital Transaction shall mean:

- (a) any sale by the Partnership of all or substantially all of the Partnership's assets;
- (b) any insurance payments or damage recoveries received by the Partnership with respect to damages occurring to all or substantially all of the Partnership's assets; or

- (c) any condemnation proceeds derived by the Partnership from the taking of all or substantially all of the Partnership's assets.

ARTICLE VII

Management and Operation of Business

7.1 Management. (a) The General Partner shall conduct, direct and exercise full control over all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no other Partner shall have any right of control or management power over the business and affairs of the Partnership; provided, however, the shareholders of the Special General Partner shall, at least initially, be employees of the Partnership, pursuant to contracts with the Partnership or other mutual agreements, involved as management of the day to day operations of the Partnership, subject to the full authority of the General Partner as provided herein. In addition to the powers now or hereafter granted a general partner of a limited partnership under applicable law or which are granted to the General Partner under any other provisions of this Agreement, the General Partner shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business of the Partnership, subject to the terms of this Agreement, including, without limitation, (i) the making of any expenditures, the borrowing of money, the guaranteeing of indebtedness and other liabilities, the issuance of evidences of indebtedness, and the incurring of any obligations it deems necessary for the conduct of the activities of the Partnership in the ordinary course of its business; (ii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership and the merger of the Partnership with or into another entity; (iii) the use of the assets of the Partnership (including, without limitation, cash on hand) for any purpose and on any terms it sees fit, including, without limitation, the financing of the conduct of the operations of the Partnership, the lending of funds to other Persons and the repayment of obligations of the Partnership; (iv) the negotiation and execution on any terms deemed desirable in its sole discretion and the performances of any contracts, conveyances or other instruments that it considers useful or necessary to the conduct of the Partnership operations or the implementation of its powers under this Agreement; (v) the distribution of Partnership cash as provided for herein; (vi) the selection and dismissal of employees and outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring; (vii) the maintenance of such insurance for the benefit of the Partnership and the Partners as it deems necessary; (viii) the formation of any further limited or general partnerships, joint ventures or other

relationships that it deems desirable in the ordinary course of business; (ix) the control of any matters affecting the rights and obligations of the Partnership, including, without limitation, the conduct of litigation and the incurring of legal expense and the settlement of claims and litigation; and (x) the purchase, sale or other acquisition or disposition of Units at such times and on such terms as permitted pursuant to Article XIII hereof.

(b) The Special General Partner shall carry out such management responsibilities in respect of the business of the Partnership as the General Partner may delegate to the Special General Partner from time to time. In that event, the Special General Partner, through the knowledge and activities of its shareholders, shall be fully conversant with the business and affairs of the Partnership and shall continually be prepared to make reports and recommendations to the General Partner regarding the management of and planning for the Partnership upon request therefor by the General Partner.

(c) The participation by the General Partner in any agreement authorized or permitted under this Agreement shall not constitute a breach by the General Partner of any duty that the General Partner may owe the Partnership or the Limited Partners under this Agreement or under applicable law.

7.2 Certificate of Limited Partnership. The General Partner shall cause to be filed such certificates or documents as may be determined by the General Partner to be reasonable and necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the Limited Partner has limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business. To the extent that the General Partner in its sole discretion determines such action to be reasonable and necessary or appropriate and not in contravention of this Agreement, the General Partner shall file amendments to the Certificate of Limited Partnership and do all the things to maintain the Partnership as a limited partnership (or a partnership in which the Limited Partners have limited liability) under the laws of the State of Delaware or any other state in which the Partnership may elect to do business. Subject to applicable law, the General Partner may omit from the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of Delaware and from any other certificates or documents filed in any other state in order to qualify the Partnership to do business therein, and from all amendments thereto, the name and address of the Limited Partners and information relating to the Capital Contributions and share of profits and compensation of the Limited Partners.

7.3 Reliance by Third Parties. Any other provision of this Agreement to the contrary notwithstanding, no lender or purchaser, including any purchaser of property from the Partnership or any other Person dealing with the Partnership, shall be required to look to the application of proceeds hereunder or to verify any

representation by the General Partner as to the extent of the interest in the assets of the Partnership that the General Partner is entitled to encumber, sell or otherwise use, and any such lender or purchaser shall be entitled to rely exclusively on the representations of the General Partner as to its authority to enter into such financing or sale arrangements and shall be entitled to deal with the General Partner on behalf of the Partnership or a Partnership purpose as if it were the sole party in interest therein, both legally and beneficially. In no event shall any Person dealing with the General Partner or the General Partner's representative with respect to any business or property of the Partnership be obligated to ascertain that the terms of this Agreement have been complied with, or be obligated to inquire into the necessity or expedience of any act or action of the General Partner or the General Partner's representative; and every contract, agreement, deed, mortgage, security agreement, promissory note or other instrument or document executed by the General Partner or the General Partner's representative with respect to any business or property of the Partnership shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and/or delivery thereof this Agreement was in full force and effect, (b) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Partnership, and (c) the General Partner or the General Partner's representative was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

7.4 Compensation and Reimbursement of the General Partner.

(a) The General Partner shall be reimbursed for all expenses, disbursements and advances incurred or made in connection with the organization of the Partnership, the qualification of the Partnership and the General Partner conducting Partnership business.

(b) The General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine in its sole discretion, for all direct expenses it incurs or makes on behalf of the Partnership (including amounts paid by the General Partner to any Person to perform services to the Partnership) and for that portion of the General Partner's and its Affiliates' in-house legal and accounting costs and expenses, telephone, secretarial, aircraft, travel and entertainment expenses, office rent and other office expenses, salaries and other compensation expenses of employees, officers and directors, other administrative expenses and other expenses all of which are necessary or appropriate to the conduct of the Partnership's business, allocable to the Partnership, and approved by the SGP Representative.

7.5 Outside Activities. (a) The General Partner shall not enter into or conduct any business except in connection with its performance of the terms of this Agreement.

(b) Any Affiliate of the General Partner and any director, officer, partner or employee of the General Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership and may engage in any other business and activities for their own account and for the account of others, except for business interests and activities that conflict with or are in direct competition with the Partnership, including without limitation businesses providing termite and pest control services. Except as specified in Section 7.5(a) above and herein, no other provision of this Agreement shall be deemed to prohibit any such Person from conducting such other business and other activities. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement or their partnership relationship created hereby in any business ventures of any Affiliate of the General Partner or any director, officer, partner or employee of the General Partner or an Affiliate of the General Partner.

(c) Notwithstanding the provisions of paragraph (b) above, if the SGP Representative, acting pursuant to Section 13.13 elects not to permit the Partnership to acquire a business, then any Affiliate of the General Partner may acquire and operate such business regardless of whether such business conflicts with or is in competition with the business then being conducted by the Partnership.

7.6 Partnership Funds. The funds of the Partnership shall be deposited in such account or accounts as are designated by the General Partner. The General Partner may, in its sole discretion, deposit funds of the Partnership in a central disbursing account maintained by or in the name of the General Partner or the Partnership in which funds of the Partnership and other Persons are also deposited, provided that at all times books of account are maintained which show the amount of funds of the Partnership on deposit in such account. The General Partner may use the funds of the Partnership as compensating balances for its benefit, provided that such funds do not directly or indirectly secure, and are not otherwise at risk on account of, any indebtedness or other obligation of the General Partner or any director, officer, partner, employee or Affiliate thereof. All withdrawals from or charges against such accounts shall be made by the General Partner or by its officers or agents. Funds of the Partnership may be invested as determined by the General Partner, except in connection with acts otherwise prohibited by this Agreement.

7.7 Loans to or from the General Partner; Contracts with Affiliates. (a) The General Partner or any Affiliate thereof may lend to the Partnership funds needed by the Partnership for such periods of time as the General Partner may determine; provided, however, that the General Partner or such Affiliate may not charge the Partnership interest at a rate greater than the rate (including points or other financing charges or fees) that would be charged the Partnership (without reference to the General Partner's or the Limited Partner's financial abilities or guaranties) by unrelated

lenders on comparable loans. The Partnership shall reimburse the General Partner or any Affiliate, as the case may be, for any costs incurred by it in connection with the borrowing of funds obtained by the General Partner or such Affiliate and loaned to the Partnership.

(b) The General Partner may itself, or may enter into an agreement with an Affiliate to, render services for the Partnership. Any service rendered to the Partnership by the General Partner or any such Affiliate shall be on terms that are fair and reasonable to the Partnership. The provisions of Section 7.4 apply to the rendering of services described in this Section 7.7(d).

(c) The Partnership may transfer assets to joint ventures, other partnerships, corporations or other business entities in which it is or thereby becomes a participant upon such terms and subject to such conditions consistent with applicable law as the General Partner deems appropriate and approved by the Special General Partner and Class A Limited Partners.

(d) Neither the General Partner nor any Affiliate thereof shall sell, transfer or convey any property to, or purchase any property from, the Partnership, directly or indirectly, except pursuant to transactions that are fair and reasonable to the Partnership.

7.8 Indemnification of the General Partner and the Special General Partner. (a) To the fullest extent permitted by law, each of the General Partner, its Affiliates and their directors, officers, partners, employees and agents and the Special General Partner and its directors, officers, employees and agents (the "Indemnitees") shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint and several, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of its status as (i) a general partner or an Affiliate thereof, (ii) a director, officer, partner, employee or agent of one of the General Partner or an Affiliate thereof or, (iii) the Special General Partner, or (iv) a director, officer or employee of the Special General Partner, or (v) a Person serving at the request of the Partnership in another entity in a similar capacity, which relate to or arise out of the Partnership, its property, business or affairs, regardless of whether the Indemnitee continues to be the General Partner or an Affiliate thereof or the Special General Partner or a director, officer or employee of the Special General Partner or a director, officer, partner, employee or agent of the General Partner or an Affiliate thereof at the time any such liability or expense is paid or incurred, if (A) the Indemnitee acted in good faith and in a manner it in good faith believed to be in, or not opposed to, the best interests of the Partnership, and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful, and (B) the Indemnitee's conduct did not constitute gross negligence or willful or wanton

misconduct. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnatee acted in a manner contrary to that specified in (A) or (B) above. Any indemnification pursuant to this Section 7.8 shall be made only out of the assets of the Partnership.

(b) All expenses or costs which are incurred by the Partnership, and reasonably required by a ServiceMaster Affiliate due to its relationship to a ServiceMaster affiliate, will be allocated to the Partnership, and included in operating expenses for all accounting purposes including the calculation of Earnings. By election of the SGP Representative, the Partnership may elect to purchase legal services, accounting services, management information services and others from ServiceMaster Affiliates, at the cost of such services to such ServiceMaster Affiliates.

(c) To the fullest extent permitted by law, expenses (including legal fees) incurred by an Indemnatee in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of any undertaking by or on behalf of the Indemnatee to repay such amount if it shall be determined that the Indemnatee is not entitled to be indemnified as authorized in this Section.

(d) The indemnification provided by this Section shall be in addition to any other rights to which an Indemnatee may be entitled under any agreement, vote of the Partners, as a matter of law or otherwise, both as to action in the Indemnatee's capacity as a General Partner or an Affiliate or as a director, officer or employee of the General Partner or an Affiliate or as the Special General Partner or as a director, officer or employee of the Special General Partner and to action in any other capacity (including without limitation, any capacity under the Terminix Acquisition Agreement), and shall continue as to an Indemnatee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnatee.

(e) The Partnership may purchase and maintain insurance on behalf of the General Partner and/or the Special General Partner and such other Persons as the General Partner shall determine against any liability that may be asserted against or expenses that may be incurred by such Person in connection with the Partnership's activities, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(f) In no event may an Indemnatee subject the Limited Partners to personal liability or the Special General Partner to liability in excess of such parties' Capital Contribution by reason of these indemnification provisions.

(g) An Indemnatee shall not be denied indemnification in whole or in part under this Section because the Indemnatee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section are for the benefit of the Indemnitees and shall not be deemed to create any rights for the benefit of any other Persons.

7.9 Liabilities of the General Partner and Affiliates. (a) Neither the General Partner, its Affiliates nor their directors, officers, Partners, employees or agents shall be liable to the Partnership, the Class A Limited Partners, the Class B Limited Partner or to any Persons who have acquired interests in the Units, whether as limited partners in the Class B Limited Partner or otherwise, for errors in judgment or for any acts or omissions taken in good faith.

(b) Neither the Special General Partner nor its directors, officers or employees or agents shall be liable to the Partnership, the General Partner, the Class A Limited Partners or the Class B Limited Partner, or to any persons who have acquired interests in the Units, whether a limited partner in the Class B Limited Partnership or otherwise, for errors in judgment or for any acts or omissions taken in good faith.

(c) The General Partner and Special General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder whether directly or by or through its agents, and the General Partner and Special General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner or the Special General Partner in good faith.

(d) The General Partner and the Class B Limited Partner, jointly and severally, hereby agree to indemnify and hold harmless both the Class A Limited Partners, the Special General Partner, and its shareholders, as material inducement for their entering into this Agreement (the "Special Indemnitees") from and against all claims, actions, liabilities, losses, damages, charges, and expenses (including without limitation all attorneys fees and costs, even if incident to appeals), both direct and indirect, arising out of or relating to the Terminix Acquisition Agreement. Upon any failure of the General Partner and Class B Limited Partner to pay all amounts when demanded by the Special Indemnitees pursuant to the above, without limiting the liability of the General Partner and Class B Limited Partner hereunder, the Special Indemnitees may instruct the General Partner to pay all amounts otherwise payable under Section 6.1, 6.2 and 14.3 to the General Partner and/or the Class B Limited Partner to the Special Indemnitees until the indemnification obligation hereunder is satisfied.

27.10 Resolution of Conflicts of Interest. Unless otherwise expressly provided herein (a) whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, on the other hand, or (b) whenever this Agreement or any other agreement contemplated herein provides that the General Partner shall act in a manner which is, or provides terms which are, fair and reasonable to the Partnership, the General Partner shall resolve such conflict of interest, take such action or provide such terms considering, in each case, the relative interests of each party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the General Partner, the resolution, action or terms so made, taken or provided by the General Partner shall not constitute a breach of this Agreement or any other agreement contemplated herein or therein.

(b) Whenever in this Agreement, and subject to the obligation of the General Partner to abide by all the terms of this Agreement, the General Partner is permitted or required to make a decision (i) in its "sole discretion" or "discretion", with "complete discretion" or under a grant of similar authority or latitude, the General Partner shall be entitled to consider only such interests and factors as it desires and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership or any of the other Partners, or (ii) in its "good faith" or under another express standard, the General Partner shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement, or any other agreement contemplated herein or therein.

7.11 Other Matters Concerning the General Partner. (a) The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instruments, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisers selected by it, and any opinion of such Persons as to matters which the General Partner believes to be within such Persons' professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the General Partner hereunder in good faith and in accordance with such opinion.

7.12 Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the

Partnership, the General Partner or one or more nominees, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which legal title is held in the name of the General Partner shall be held in trust by the General Partner for the use and benefit of the Partnership in accordance with the terms or provisions of this Agreement. All Partnership assets shall be recorded as the property of the Partnership on its books and records irrespective of the name in which legal title to such Partnership assets is held.

7.13 Major Decisions. Notwithstanding anything to the contrary herein, and without limitation on any other rights of the Parties herein, no act shall be taken or sum expended or obligation incurred by the Partnership or the General Partner with respect to a matter within the scope of the major decisions ("Major Decisions") enumerated below affecting the Partnership, unless such matter has been approved in writing prior to such event by all Partners and the SGP Representative. The Major Decisions shall be:

- (a) to admit any other partner into the Partnership that would dilute the Percentage Interest of any Partner;
- (b) to amend or modify this Agreement other than as provided herein; or
- (c) to distribute or sell any Partnership assets to any Partner or its Affiliate except as expressly provided herein.

7.14 General Partner's Representation, Warranty and Covenants. The General Partner hereby represents and warrants that it has and will at all times maintain a net worth sufficient to satisfy the requirements set forth in Revenue Procedure 72-13. The General Partner covenants and agrees that commencing January, 1987 absent the approval of the Special General Partner and Class A Limited Partners, it shall not consent to any sale, distribution or other disposition of the Class B Limited Partner's Units or any other action which would have the effect of causing a termination of the Partnership under Section 708 of the Code.

ARTICLE VIII Rights and Obligations of the Limited Partners

8.1 Limitation of Liability. None of the Limited Partners shall have any liability under this Agreement except as provided in this Agreement or in the Delaware Act.

8.2 Management of Business. The Class A Limited Partners both as a group and individually, and the Class B Limited Partner shall not take part in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. The transaction of any such business by a director, officer, general partner, employee or agent of any Limited Partner or its Affiliate in its capacity as

such shall not affect, impair or eliminate the limitations on the liability of any Limited Partner under this Agreement.

8.3 Return of Capital. No Limited Partner shall be entitled to the withdrawal or return of his or its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement.

8.4 Right of Limited Partner Relating to the Partnership. In addition to other rights provided by this Agreement or by applicable law, and except as limited by Section 8.4(b), each Limited Partner shall have the following rights relating to the Partnership:

(a) The Limited Partner shall have the right for a proper purpose reasonably related to such Limited Partner's interest as a limited partner in the Partnership, upon reasonable demand at the expense of the Partnership:

(i) to obtain true and full information regarding the status of the business and financial condition of the Partnership;

(ii) promptly after becoming available, to obtain a copy of the Partnership's federal, state and local income tax returns for each year;

(iii) to have furnished to him or it, upon notification to the General Partner, a current list of the name and last known business, residence or mailing address of each Partner;

(iv) to have furnished to him or it, upon notification to the General Partner, a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto, together with executed copies of any powers of attorney pursuant to which this Agreement, the Certificate of Limited partnership and all amendments thereto have been executed; and

(v) to inspect and copy any of the Partnership's books and records and obtain such other information regarding the affairs of the Partnership as is just and reasonable.

(b) Notwithstanding the other provision hereof, the General Partner may keep confidential from each Limited Partner for such period of time as the General Partner deems reasonable, any information which the General Partner reasonably believes to be in the nature of trade secrets or other information the disclosure of which the General Partner in good faith believes is not in the best interest of the Partnership or could damage the Partnership or its business or which the Partnership is required by law or by agreements with third parties to keep confidential.

ARTICLE IX
Books, Records, Accounting and Reports

9.1 Records and Accounting. The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business including, without limitation, all books and records necessary to provide to the Limited Partners any information, lists and copies of documents required to be provided pursuant to this Agreement. Any records maintained by the Partnership in the regular course of its business including the record of the holders of partnership interests, books of account and records of Partnership proceedings, may be kept on or be in the form of punch cards, magnetic tape, photographs, micrographics or any other information storage device, provided that the records so kept are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with generally accepted accounting principles consistently applied. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made in good faith by the General Partner. Any former partner of the Partnership shall have a right to receive copies of all books and records of the Partnership pertaining to its terms as a Partner at the expense of the Partnership.

9.2 Reports. (a) As soon as practicable, but in no event later than 120 days after the close of each Fiscal Year, the General Partner shall cause to be delivered to each Limited Partner as of the last day of that Fiscal Year reports containing financial statements of the Partnership for the fiscal year, presented in accordance with generally accepted accounting principles consistently applied, including a balance sheet, a statement of income, a statement of Partners' equity and a statement of changes in financial position, such statements to be audited by a firm of independent public accountants selected by the General Partner.

(b) As soon as practicable, but in no event later than 75 days after the close of each calendar quarter, except the last calendar quarter of each Fiscal Year, the General Partner shall cause to be delivered to each Limited Partner as of the last day of that calendar quarter a report containing such financial information for that calendar quarter as the General Partner in good faith deems appropriate, but in no event anything less than, a balance sheet, a statement of income, and a statement of Partners' equity.

9.3 Other Information. The General Partner may release such information concerning the operations of the Partnership to such source as is customary in the industry or required by law or regulation of any regulatory body.

ARTICLE X

Tax Matters

10.1 Preparation of Tax Returns. The General Partner shall arrange for the preparation and timely filing of all returns of Partnership income, gains, deductions, losses and other items necessary for federal and state income tax purposes and shall furnish to Partners within 90 days of the close of the taxable year the tax information reasonably required for federal and state income tax reporting purposes. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the cash or accrual method of accounting for federal income tax purposes, as the General Partner shall determine in its sole discretion. The taxable year of the Partnership shall be the calendar year, unless the General Partner shall determine otherwise in its sole discretion.

10.2 Tax Elections. Except as otherwise provided herein, the General Partner shall, in its sole discretion, determine whether to make any available election pursuant to the Code. The General Partner shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the rights to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Limited Partners.

10.3 Tax Controversies. Subject to the provisions hereof, the General Partner is designated the Tax Matters Partner (as defined in the Code), and is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith.

10.4 Organization Expenses. The Partnership shall elect to deduct expenses incurred in organizing the Partnership ratably over a 60-month period as provided in Section 709 of the Code.

10.5 Taxation as a Partnership. No election shall be made by the Partnership or any Partner for the Partnership to be excluded from the application of any of the provisions of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

ARTICLE XI

Transfer of Interests

11.1 Transfer. (a) The term "transfer," when used in this Article XI with respect to a Partnership Interest, includes a sale,

assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange or any other disposition.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article XI. Any transfer or purported transfer of any Partnership Interest not made in accordance with this Article XI shall be null and void.

11.2 Transfer of Interest of General Partner. The General Partner may not transfer all or any part of its Partnership Interest to any Person except its Affiliates. Each Limited Partner hereby consents to any such transfer. The transferee of all the Partnership Interest of the General Partner pursuant to this Section 11.2 shall be admitted to the Partnership as the General Partner immediately prior to the effective date of transfer of the General Partner's Partnership Interest and such transferee shall continue the business and operation of the Partnership without dissolution. The Special General Partner shall not transfer its interest in the Partnership except as provided in Article XIII hereof.

11.3 Transfer of Interest of Limited Partners. No Limited Partner may transfer all or any part of his or its Partnership Interest as a Limited Partner except that (a) a successor or heir of a Limited Partner may succeed to his or its Partnership Interest as Limited Partner in the Partnership, and (b) a Class A Limited Partner may transfer, sell or assign its interest to any Person, or pursuant to Article XIII hereof.

11.4 Purchase by Special General Partner of Previously Redeemed Units. In the event any Units of the Special General Partner are redeemed by the Partnership pursuant to Article XIII hereof, notwithstanding the fact that such Units may immediately thereafter be credited to the General Partner or its Affiliate designee, the Partners agree that the Special General Partner shall at all times have the right to purchase such Units from the General Partner (so that the Special General Partner may hold up to its original 16 Units) at any time necessary to prevent dilution to the shareholders of the Special General Partner in the event the SGP Representative and the General Partner have agreed to sell shares of the stock of the Special General Partner to any employee of the Partnership. The purchase price for such Unit(s) or parts thereof shall be as determined pursuant to that certain Shareholder's Agreement of even date herewith between the Shareholders of the Special General Partner and certain Affiliates of the General Partner.

ARTICLE XII

Admission of Substituted Partners

12.1 Admission of Successor Limited Partner. The successor of the Partnership Interest of a Limited Partner shall be admitted to

the Partnership as a Limited Partner upon furnishing to the General Partner (a) acceptance in form satisfactory to the General Partner of all the terms and conditions of this Agreement and (b) such other documents or instruments as may be required in order to effect its admission as a Limited Partner.

12.2 Amendment of Agreement and of Certificate of Limited Partnership. For the admission to the Partnership of any successor Partner, the General Partner shall take all steps necessary and appropriate to prepare and file as soon as practical an amendment of this Agreement and, if required by law, the Certificate of Limited Partnership and may for this purpose exercise the power of attorney granted pursuant to Section 1.4.

ARTICLE XIII

Option to Sell and Option to Purchase the Partnership Interests held by the Special General Partner and the Class A Limited Partners

13.1 Introduction; Definition of Terms.

This Article XIII provides for the acquisition by the Partnership under certain circumstances of the Units held by the Special General Partner and by each of the Class A Limited Partners. As used in this Article XIII, the following terms have the indicated meanings:

"Average Earnings" means Cumulative Earnings divided by Years Involved.

"Calculation Period" means the period commencing January 1, 1987 and ending December 31, 2001.

"Cumulative Earnings" means the sum of the Earnings for each year in the Calculation Period with respect to any particular Option holder up to, but not including the year in which a notice is given by either the Special General Partner, a Class A Limited Partner or the Partnership, as the case may be, to exercise an Option.

"Earnings" means, for any given year in the Calculation Period for which a calculation of Cumulative Earnings is being made, the net income of the Partnership for that year excluding amortization of intangible assets acquired under the Terminix Acquisition Agreement (including, but not limited to, the trade name "Terminix") and excluding any provision or allowance for federal or state income taxes. Interest on long term debt of the Partnership and short term debt incurred in the ordinary course of business shall be included in the computation of Earnings, but only to the extent that the principal of the long-term debt of the Partnership does not exceed \$132,000,000. Earnings shall be calculated by the regular independent certified accountants for the Partnership and as further provided in Section 13.4.

"Exercise Period" means the period beginning on the first day following the fifth anniversary of the Commencement Date and ending ten (10) years and six (6) months thereafter.

"Option" means the right granted to the Partnership under paragraph (a) or paragraph (b) of Section 13.2, the right granted to the Special General Partner under paragraph (a) of Section 13.3 and the right granted to each Class A Limited Partner under paragraph (b) under Section 13.3.

"Option Price" means the price payable for each Unit (or part thereof) which is subject to the option rights granted under Section 13.2 and Section 13.3. The Option Price shall be determined pursuant to Section 13.5.

"Years Involved" means the number of years involved in the calculation of Cumulative Earnings.

13.2 Grant of Option to Purchase.

(a) The Special General Partner hereby grants to the Partnership the right and option to purchase from the Special General Partner, from time to time at any time during the Exercise Period, in each case, at the Option Price, some or all of the Units held by the Special General Partner at any time during the Exercise Period.

(b) Each of the Class A Limited Partners hereby grants to the Partnership the right and option to purchase from each such Class A Limited Partner, at the Option Price, all of the Units held by such person at any time during the Exercise Period.

13.3 Grant of Option to Sell.

(a) The Partnership hereby grants to the Special General Partner the right and option to sell to the Partnership, from time to time and, in each case, at the Option Price, some or all of the Units held by the Special General Partner at any time during the Exercise Period.

(b) The Partnership hereby grants to each Class A Limited Partner the right and option to sell to the Partnership, at the Option Price, all of the Units held by such Class A Limited Partner at any time during the Exercise Period.

13.4 Determination of Annual Earnings.

As promptly as practicable after the close of each year within the Calculation Period, and in no event later than sixty (60) days, the regular certified public accounting firm, for the Partnership shall determine the Earnings for that year in accordance with this

Article and, to the extent not inconsistent therein, in accordance with generally accepted accounting principles consistently applied. The General Partner shall thereupon notify the Special General Partner and each Class A Limited Partner of the amount of Earnings for such year and the General Partner shall provide the Special General Partner and each Class A Limited Partner with all of the information reasonably needed to enable them to understand how the determination of Earnings was made. If there is any disagreement between the General Partner on the one hand, and the Special General Partner or any of the Class A Limited Partners, on the other hand, such persons shall immediately meet for the purpose of resolving such disagreements. If not resolved within fifteen (15) days of any such meeting, then the Special General Partner or Limited Partner, as the case may be, may engage the services of the certified public accounting firm of Coopers & Lybrand or such other nationally recognized certified public accounting firm as may be selected by such party to examine the aforesaid calculation of Earnings by the Partnership's accountant. If such additional accountant does not agree with the Partnership's accountant, the two firms shall select a third nationally recognized independent certified public accounting firm to calculate Earnings, and the determination of the third accounting firm shall be final and binding upon the parties. All expenses of the accountants other than the Partnership's accountants and any third accountant selected as above incurred by the parties in accordance with the foregoing adjustment procedure shall be the sole obligation of the party retaining such accountant. All expenses of the Partnership's accountant shall be the sole obligation of the Partnership. However, in the event the ultimate resolution of the Earnings calculation contains an adjustment in excess of two percent (2%) of the computation delivered by the Partnership's accountant, then all expenses of such additional accountants shall be the sole obligation of the Partnership, with no effect on the Earnings calculation by virtue of such expense.

13.5 Determination of the Option Price.

The Option Price for one Unit (or part thereof) sold pursuant to the exercise of an Option shall be determined in accordance with the following formula:

$$\text{Option Price} = \text{Average Earnings} \times 15.2 \times \text{Percentage Interest for each Unit (or part thereof)}$$

but in no event will the Option Price be less than the original Capital Contribution made in respect of such Unit (or part thereof) if: (1) the Option is exercised by the Partnership; or (2) the Option is exercised by the Special General Partner or any of the Class A Limited Partners so long as the total Gross Revenues of the

prior Fiscal Year of the Business (as defined in the Terminix Acquisition Agreement) were at least equal to 100% of the total Gross Revenues of the Business for the calendar year 1986.

13.6 Procedure for Exercise of an Option and Payment for the Units Involved.

(a) The Special General Partner and each Class A Limited Partner may exercise the Options granted to them, respectively, under Section 13.3 above by giving the General Partner a written notice to that effect indicating the shareholder of the Special General Partner to whom such exercise relates and setting a date for the closing of the transaction contemplated by such Option which shall be thirty (30) days from the date of such notice (unless such 30th day is a Saturday, Sunday or a holiday, in which case the closing shall be on the first business day thereafter). Such notice must be given before the expiration of the Exercise Period.

(b) The Partnership may exercise each option granted to it under Section 13.2 by giving the Special General Partner or the Class A Limited Partner, as the case may be, a written notice to that effect setting a date for closing which shall be seven (7) days from the date of such notice (unless such seventh day is a Saturday, Sunday or holiday, in which case the closing shall be on the first business day thereafter). Such notice must be given before the expiration of the Exercise Period.

(c) At the closing held with respect to each notice given pursuant to Section 13.6(a) or Section 13.6(b), the Special General Partner or the Class A Limited Partner whose Units are involved in the closing, shall deliver to the General Partner an assignment of the Units as to which the Option has been exercised and the General Partner, on behalf of the Partnership, shall deliver a certified or bank cashier's check in the amount of the Option Price as established for those Units pursuant to Section 13.5 above.

13.7 Right of the Partnership to Purchase Units Upon Termination of Employment of Certain Employees Prior to December 31, 1991.

If an individual who is an employee of the Partnership or the Special General Partner is also a shareholder of the Special General Partner and if the employment of such individual terminates at any time during the five (5) year period ending December 31, 1991 whether by death or otherwise (respectively, the "Departing Employee" and the "Early Departure Period"), the Partnership shall thereupon have the right to purchase Units from the Special General Partner in the number which bears the same ratio to the total number of Units then owned by the Special General Partner as the number of shares of the Special General Partner owned by the Departing Employee bears to all of the then outstanding shares of the Special General Partner. The Units which may be so purchased by the Partnership are hereinafter called the "Surrendered Units". The

purchase price for the Surrendered Units shall be determined under Section 13.8, Section 13.9 or Section 13.10, whichever is applicable.

13.8 Voluntary Termination of Employment.

(a) If the Departing Employee voluntarily terminates his employment with the Partnership during the Early Departure Period, the price at which the Surrendered Units shall be purchased shall be equal to the Departing Employee's original investment in his shares in the Special General Partner.

(b) Payment of the purchase price set forth in paragraph (a) above, shall be paid by the General Partner to the Special General Partner by not later than ten (10) days after the date on which he terminates his employment by the Partnership.

13.9 Involuntary Termination of Employment.

(a) If the Departing Employee is involuntarily terminated as an employee of the Partnership by the General Partner during the Early Departure Period, the price at which the Surrendered Units shall be purchased shall be equal to the sum of:

(1) the Departing Employees' original investment in his shares in the Special General Partner; and

(2) an amount determined as follows: the difference between (i) the amount which would have been payable if the Surrendered Units had been the subject of an Option for which a notice of exercise has been given in the year 1992 and (ii) the amount set forth in clause (1) above, which difference is then multiplied by the applicable percentage from the table below:

<u>Year in which the Employment of the Departing Employee Terminates</u>	<u>Applicable Percentage</u>
1987	0%
1988	20%
1989	40%
1990	60%
1991	80%

(b) Payment of the amount determined under clause (1) of paragraph (a) above shall be paid by the Partnership to the Special General Partner not later than seven (7) days after the termination of employment of the Departing Employee. Payment of the amount determined under clause (2) of paragraph (a) above shall be paid to the Special General Partner not later than thirty (30) days after the General Partner has determined Earnings for the year 1991 as

provided in Section 13.4 and subject to the procedure therein.

13.10 Termination By Reason of Death During the Early Departure Period.

(a) If the employment of a Departing Employee terminates because of the death or incapacity of the Departing Employee during the period January 1, 1987 to December 31, 1991, the provisions of Section 13.2(a) and Section 13.3(a) shall apply, except that in such circumstances the Option may be exercised immediately in accordance with Section 13.9 by the Departing Employees' personal representative.

13.11 Effect of Death of a Class A Limited Partner.

If a Class A Limited Partner dies during the period January 1, 1987 to December 31, 1991, the provisions of Section 13.3(b) shall apply except that the Option may be exercised by the decedent's personal representative at any time after the date of death even though the Exercise Period has not yet commenced.

13.12 Termination By Reason of Death After the Early Departure Period.

If an employee of the Partnership is also a shareholder of the Special General Partner and if such person ceases to be an employee of the Partnership at any time during the period January 1, 1992 and ending December 31, 1997 because of the death of such employee (the "Full Term Deceased Employee"), the Partnership shall have both the right and the duty to purchase Units from the Special General Partner in the number determined by the formula set forth in Section 13.7. The Price for such Units shall be determined under the formula set forth in Section 13.5. In applying that formula, the number and identity of years to be used for the Cumulative Earnings (which, in turn, will establish Average Earnings) shall be the number and identity of full years in which the Full Term Deceased Employee shall have been an employee of the Partnership and a shareholder of the Special General Partner.

13.13 Effect of Acquisition of Other Business on Earnings.

(a) If the Partnership or any Affiliate of the General Partner or Class B Limited Partners (a "ServiceMaster Affiliate") has the opportunity to acquire one or more businesses in the future at any time in addition to the business acquired under the Terminix Acquisition Agreement which are in any way related to or engaged in any similar or competitive business to that of the Partnership as being conducted at that time ("Further Acquisitions"), the SGP Representative shall first be entitled in each case to determine whether or not such Further Acquisition shall be, regardless of whether it is to be acquired by the Partnership or acquired through a separate entity formed by any ServiceMaster Affiliate, of any effect on the calculation of Earnings. If the SGP Representative is in

favor of including the Further Acquisition in the Earnings calculation, and if the Further Acquisition is in fact made, the earnings, debt service and all other items affecting income and cash flow shall be included in the computation of Earnings. If, on the other hand, the SGP Representative is not in favor of including the Further Acquisitions in the computation of Earnings, then the making of the Further Acquisition shall not in any way affect the computation of Earnings.

(b) The decision by the persons described in paragraph (a) above shall be made on their behalf by Carlos H. Cantu, if he is then actively involved in the operation of the Partnership, and if he is not so involved then the decision shall be made by one of such persons who has previously been selected by a majority of them.

13.14 Right to Purchase. Nothing in this Agreement restricting the Partnership's ability to purchase assets shall be deemed to interfere with the ability of the Partnership to purchase Units pursuant to this Article 13. The funds for any purchase of Units by the Partnership provided under this Article 13 shall be contributed as a Capital Contribution by the General Partner, and in respect thereof the General Partner shall receive such Units and corresponding Percentage Interests to its credit. The General Partner or its designee shall hold such Units to be made available for the purposes of repurchase by the Special General Partner in accordance with Section 11.4.

ARTICLE XIV

Dissolution and Liquidation

14.1 Dissolution. The Partnership shall not be dissolved by the admission of additional or substituted partners in accordance with the terms of this Agreement. The Partnership shall dissolve, and its affairs shall be wound up, upon:

- (a) the expiration of its term as provided in Section 1.5;
- (b) the withdrawal or removal of the General Partner, or any other event that results in its ceasing to be the General Partner (other than by reason of a transfer pursuant to this Agreement;
- (c) an election to dissolve the Partnership given to the General Partner by the unanimous consent of all the Partners; or
- (d) the bankruptcy or the dissolution of the General Partner;

provided, however, that the Partnership shall not be dissolved upon an event described in Section 14.1(b) if within 90 days after such

event, all Partners agree in writing to continue the business of the Partnership and to the appointment of a successor General Partner.

For purposes of this Section 14.1, bankruptcy of the General Partner shall be deemed to have occurred when (i) it commences a voluntary proceeding, or files an answer in any involuntary proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law now or hereafter in effect, (ii) it is adjudged a bankrupt or insolvent, or has entered against it a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect, (iii) it executes and delivers a general assignment for the benefit of its creditors, (iv) it files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of the nature described in clause (i) above, (v) it seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator for it or for all or for all or any substantial part of its properties, or (vi) (A) any proceeding of the nature described in clause (i) above has not been dismissed 120 days after the commencement thereof, or (B) the appointment is without consent or acquiescence of a trustee, receiver or liquidator appointed pursuant to clause (v) above has not been vacated or stayed within 90 days after the expiration of any such stay.

14.2 Continuation of the Business of the Partnership after Dissolution. Upon dissolution of the Partnership in accordance with Section 14.1(b) or (d), and a failure of all Partners to agree to continue the business of the Partnership and appoint a successor General Partner as provided in Section 14.1, then within an additional 90 days, the remaining Partners may elect to reconstitute the Partnership and continue its business on the same terms and conditions set forth in this Agreement and having as a general partner a Person elected by the remaining Partners. Upon any such elections, all Partners shall be bound thereby and shall be deemed to have consented thereto. Unless such an election is made within 180 days after dissolution, the Partnership shall conduct only activities necessary to wind up its affairs. If such a election is made within 180 days after dissolution or within ninety (90) days after any event in Section 14.1(a)-(d), then:

(a) the reconstituted Partnership shall continue until the end of the term set forth in Section 1.5 unless earlier dissolved in accordance with this Article XIV;

(b) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated thenceforth as the interest of a limited partner in the Partnership; and

(c) all necessary steps shall be taken to cancel this Agreement and the Certificate of Limited Partnership and to enter into a new partnership agreement and certificate of limited partnership, and the successor General Partner may

for this purpose exercise the powers of attorney granted the General Partner pursuant to Section 1.4.

Provided that the right of the remaining Partners to select a successor General Partner and to reconstitute and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel from counsel satisfactory to the General Partner that (i) the exercise of the right would not result in the loss of limited liability of the Limited Partner and (ii) neither the Partnership nor the reconstituted Partnership would be treated as an association taxable as a corporation for federal income tax purposes upon the exercise of such right to continue.

14.3 Liquidation. Upon dissolution of the Partnership, unless the Partnership is continued under an election to reconstitute and continue the Partnership pursuant to Section 14.2, the General Partner, or, in the event the General Partner has been dissolved or removed, become bankrupt as defined in Section 14.1 or withdrawn from the Partnership, a liquidator or liquidating committee selected by the mutual agreement of the other Partners, shall be the Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by the Limited Partners. The Liquidator shall agree not to resign at any time without 15 days' prior written notice and (if other than the General Partner) may be removed at any time, with or without cause, by notice of removal approved by the Class B Limited Partner. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be selected by the Class B Limited Partner. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator will be deemed to refer also to any such successor or substitute Liquidator appointed in the manner herein provided. Except as expressly provided in this Article, the Liquidator appointed in the manner provided herein shall have and may exercise, without further authorization or consent of any Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitations on sale set forth in this Agreement) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Partnership as provided for herein. The Liquidator shall liquidate the assets of the Partnership, and apply and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provision of applicable law:

(a) the payment to creditors of the Partnership, including Partners, in order of priority provided by law; and the creation of a reserve of cash or other assets of the Partnership for contingent liabilities in an amount, if any, determined by the Liquidator to be appropriate for such purposes;

(b) to the Partners in accordance with the positive balances in their respective Capital Accounts in the same ratio as their positive balances; provided, however, that prior to such distribution, the Capital Accounts shall have been adjusted to reflect the allocations of Profits and Losses set forth in Article V hereof prior to such distribution; and thereafter

(c) to the Parties in accordance with their respective Percentage Interests.

14.4 Distribution in Kind. Notwithstanding the provisions of Section 14.3 which require the liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if upon dissolution of the Partnership the Liquidator determines that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners, the Liquidator may, in its absolute discretion, defer for reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (other than those to Partners) and/or may, in its absolute discretion, distribute to the Partners, in lieu of cash, as tenants in common and in accordance with the provisions of Section 14.3(b), undivided interests in such Partnership assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. The fair market value of any property distributed in kind shall be determined in accordance with Section 5.5 hereof.

14.5 Cancellation of Certificate of Limited Partnership. Upon the completion of the distribution of Partnership property as provided in Sections 14.3 and 14.4, the Partnership shall be terminated, and the Liquidator (or the General Partner and Class B Limited Partner if necessary) shall cause the cancellation of the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware and shall take such other actions as may be necessary to terminate the Partnership.

14.6 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Partnership and the liquidation of its assets pursuant to Section 14.3 in order to minimize any losses otherwise attendant upon such winding up.

14.7 Return of Capital. Upon dissolution of the Partnership the General Partner shall contribute an amount equal to the deficit balance in its capital account. Other than as provided in the preceding sentence, no general partner of this Partnership shall be personally liable for the return of the Capital Contributions of the Limited Partner, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

14.8 Waiver of Partition. Each Partner hereby waives any right to partition of the Partnership property.

ARTICLE XV

Amendment of Partnership Agreement

15.1 These Amendments to be Adopted Solely by General Partner. The General Partner (pursuant to its power of attorney from the Special General Partner and Limited Partners), without the consent of the Limited Partners, may amend any provision of this Agreement, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, solely to reflect:

(a) a change in the name of the Partnership or the location of the principal place of business of the Partnership.

(b) a change that the General Partner in its sole discretion has determined to be reasonable and necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partner has limited liability under the laws of any state or that is necessary or advisable in the opinion of the General Partner to ensure that the Partnership will not be treated as an association taxable as a corporation for federal income tax purposes;

(c) a change (i) that in the good faith discretion of the General Partner does not adversely affect the Special General Partner and Limited Partners in any material respect, or (ii) that is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state agency or judicial authority or contained in any federal or state statute.

(d) an amendment that is necessary, in the opinion of counsel to the Partnership, to prevent the Partnership or the General Partner or its directors or officers from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income

Security Act of 1974, as amended, whether or not substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor.

15.2 Amendment Procedures. Amendments to this Agreement may be proposed by the General Partner or by the Limited Partner.

ARTICLE XVI

General Provisions

16.1 Addresses and Notices. The address of each Partner for all purposes shall be the address set forth on the signature page of this Agreement or such other address of which each other Partner has received written notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities is not deliverable, as the case may be, if mailed.

16.2 Titles and Captions. All article or section titles or captions of this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles" and "Sections" are to Articles and Sections of this Agreement.

16.3 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

16.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

16.6 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supercedes all prior agreements and understandings pertaining thereto.

16.7 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

16.8 Waiver. No failure by any party to insist upon the strict performance of any Covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other Covenant, duty, agreement or condition.

16.9 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto independently of the signature of any other party.

16.10 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

16.11 Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

16.12 Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the date first above written:

Witnesses:

Michael V. Pituro
Vernon E. Jones

Terminix MGP, Inc., General Partner

By: William E. Belue
Its: Chairman

Michael V. Pituro
Vernon E. Jones

TM Special Partner, Inc., Special
General Partner

By: William E. Belue
Its: Chairman

Michael V. Pituro
Vernon E. Jones

ServiceMaster Industries Inc.,
Class B Limited Partner

By: William E. Belue
Its: President

[Class A Limited Partner's
signature page to follow]

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CLASS A LIMITED PARTNER'S SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner pursuant to Section 4.3 of the Agreement of Limited Partnership of The Terminix International Company Limited Partnership, hereby agrees to all of the terms of said Agreement and agrees to be bound by the terms and provisions thereof, with 1.33 Units credited to its account.

EXECUTED by the undersigned as a Class A Limited Partner of The Terminix International Company Limited Partnership, this 15th day of December, 1986.

Mark Sayers, Trustee, U/T/A dated
May 13, 1984 for the benefit of
Everett R. Cook III, as Trustee
Name of Class A Limited Partner

13-6839269

Taxpayer Identification or
Social Security Number



By: Mark Sayers, Trustee
Signature of Class A Limited
Partner

c/o Everett R. Cook

(b) (6)

Residence Address of Class
A Limited Partner

(b) (6)

City

State

Zip

0157G


CLASS A LIMITED PARTNER'S SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner pursuant to Section 4.3 of the Agreement of Limited Partnership of The Terminix International Company Limited Partnership, hereby agrees to all of the terms of said Agreement and agrees to be bound by the terms and provisions thereof, with 1.33 Units credited to its account.

EXECUTED by the undersigned as a Class A Limited Partner of The Terminix International Company Limited Partnership, this 18th day of December, 1986.

Mark Sayers, Trustee, U/T/A dated
March 25, 1986 for the benefit of
Conor W. Cook, as Trustee
Name of Class A Limited Partner

13-6871295
Taxpayer Identification or
Social Security Number


By: Mark Sayers, Trustee
Signature of Class A Limited
Partner

c/o Everett R. Cook
(b) (6)
Residence Address of Class
A Limited Partner

(b) (6)
City State Zip

0157G


SVM000254

CLASS A LIMITED PARTNER'S SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner pursuant to Section 4.3 of the Agreement of Limited Partnership of The Terminix International Company Limited Partnership, hereby agrees to all of the terms of said Agreement and agrees to be bound by the terms and provisions thereof, with 13.4 Units credited to its account.

EXECUTED by the undersigned as a Class A Limited Partner of The Terminix International Company Limited Partnership, this 18th day of December, 1986.

Edward W. Cook
Name of Class A Limited Partner


Edward W. Cook
Signature of Class A Limited Partner

(b) (6)
Taxpayer Identification or
Social Security Number

(b) (6)
Residence Street Address of
Class A Limited Partner

(b) (6)
City State Zip

0218G

SVM000255

CLASS A LIMITED PARTNER'S SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner pursuant to Section 4.3 of the Agreement of Limited Partnership of The Terminix International Company Limited Partnership, hereby agrees to all of the terms of said Agreement and agrees to be bound by the terms and provisions thereof, with 10.64 Units credited to its account.

EXECUTED by the undersigned as a Class A Limited Partner of The Terminix International Company Limited Partnership, this 18th day of December, 1986.

Marianna Investments, Inc.
a Florida corporation
Name of Class A Limited Partner

MARIANNA INVESTMENTS, INC.

By: Everett R. Cook
Its: President
Signature of Class A Limited Partner

Applied For
Taxpayer Identification or
Social Security Number

(b) (6)
Residence Street Address of Class A Limited Partner

(b) (6)
City State Zip

9805C
121286

CLASS A LIMITED PARTNER'S SIGNATURE PAGE

The undersigned, desiring to become a Class A Limited Partner pursuant to Section 4.3 of the Agreement of Limited Partnership of The Terminix International Company Limited Partnership, hereby agrees to all of the terms of said Agreement and agrees to be bound by the terms and provisions thereof, with 13.3 Units credited to its account.

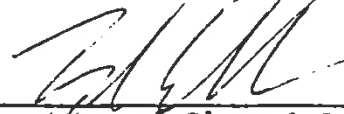
EXECUTED by the undersigned as a Class A Limited Partner of The Terminix International Company Limited Partnership, this 18th day of December, 1986.

Fred E. Slocum

Name of Class A Limited
Partner

(b) (6)

Taxpayer Identification or
Social Security Number



Signature of Class A Limited
Partner

(b) (6)

Residence Street Address of
Class A Limited Partner

(b) (6)

City State Zip

0279G

SVM000257

SCHEDULE A

<u>CLASS A LIMITED PARTNERS</u>	<u>CONTRIBUTION AND LOAN AMOUNT</u>	<u>INDIRECT PERCENTAGE INTEREST IN PARTNERSHIP</u>
Edward W. Cook	\$ 442,220	1.34 %
Everett R. Cook	438,900	1.33
Fred E. Slocum	<u>438,900</u>	<u>1.33</u>
Sub Total	\$1,320,000	4.00 %

120286

GENERAL CONVEYANCE, ASSIGNMENT AND BILL
OF SALE OF TERMINIX INTERNATIONAL, INC.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, TERMINIX INTERNATIONAL, INC., a Tennessee corporation ("Seller"), hereby grants, sells, transfers, conveys and assigns to THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP, a Delaware limited partnership ("Buyer"), its successors and assigns, all of Seller's rights, titles and interests to, in and under those certain items and goods listed on Exhibit A attached hereto and made a part hereof by reference.

This Assignment is given for the purpose of assigning all titles and interests in, and all contractual and other rights under and pursuant to, said items listed on Exhibit A hereto as contemplated by that certain Agreement for Purchase and Sale of Assets dated November 12, 1986 between Seller and ServiceMaster Industries Inc., a Delaware corporation (the "Purchase and Sale Agreement"). Nothing in this Assignment shall be deemed to modify or alter the intent of any of the provisions of the Purchase and Sale Agreement.

Anything in the Purchase and Sale Agreement or this instrument to the contrary notwithstanding, this instrument shall not constitute an assignment of any claim, contract, license, lease, commitment, sales order, purchase order or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of another party thereto or of a third party, would constitute a breach thereof or in any way affect the rights of the Buyer or the Seller thereunder.

All terms used in the Purchase and Sale Agreement shall have the same meaning herein (including Exhibit A hereto) as the meaning ascribed thereto in the Purchase and Sale Agreement.

IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto subscribed by its duly authorized officer and its corporate seal to be hereunto affixed as of the 18th day of December, 1986.

(SEAL)

TERMINIX INTERNATIONAL,
INC.

By: 

Its: SR. EXEC. V.P.

SVM000259

ACCEPTANCE

The undersigned hereby accepts the foregoing conveyance and assignment of the rights, titles, and interests of the Seller to, in and under those items listed on Exhibit A, as contemplated by the Purchase and Sale Agreement.

Dated as of the 18th day of December, 1986.

THE TERMINIX INTERNATIONAL
COMPANY LIMITED PARTNERSHIP, a
Delaware limited partnership
BY: TERMINIX MGP, INC., General
Partner

By: William Pollard
Its: Chairman

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Exhibit A

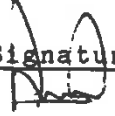












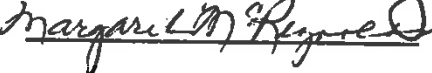
Subject to the terms and conditions set forth in the Purchase and Sale Agreement, all of the assets of the Seller (other than cash), tangible or intangible, real or personal, and used in the Business, to the extent legally assignable, as the same shall exist at the close of Business on the Effective Date, including, without limitation, the following:

- (a) all the Location Leases;
- (b) all the Equipment;
- (c) all the Inventory;
- (d) all current governmental licenses and permits which Seller has acquired which are assignable and which relate to the Business;
- (e) any warranties or transferable benefits which Seller may have received from manufacturers, suppliers or licensors as to any of the Assets;
- (f) all the Customer Contracts;
- (g) all the Franchise Agreements;
- (h) all the Vehicle Leases and the Equipment Leases;
- (i) all the Employment Contracts;
- (j) all the Proprietary Rights;
- (k) all the Names;
- (l) all the Accounts Receivable;
- (m) all the Distributor Agreements;
- (n) all the Royalty and Non-Compete Agreements;
- (o) all the Other Contracts;
- (p) all the Prepaid Items;
- (q) all the Deposits;

but excluding all the Retained Assets, including, without limitation, all assets indicated on Exhibit 1.01 to the Purchase and Sale Agreement.

CERTIFICATE OF INCUMBENCY
FOR
TERMINIX INTERNATIONAL, INC.

I, Charlotte Darling, being the duly elected Assistant Secretary of Terminix International, Inc., a corporation organized under the laws of the State of Tennessee, do hereby certify that each of the persons named below has been duly elected or appointed to and presently holds the office in the Corporation set forth opposite their name and that the signature appearing next to their name is the genuine signature of the person so indicated:

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Edward W. Cook		Chairman of the Board & Chief Executive Officer
Carlos H. Cantu		President & Chief Operating Officer
Fred E. Slocum		Senior Executive Vice President, Chief Finan- cial Officer, & Secretary
William C. Grapes		Executive Vice President
Thomas W. Scherer		Senior Vice President - Finance & Administration
C. J. Hromada		Senior Vice President - Licensee Operations & Technical Services
Paul A. Bert		Vice President
Dorris E. Burchett		Vice President - Western Division
Eugene D. Gauthreaux		Vice President - Central Division
John McFadden		Vice President - Corporate Counsel
James W. Toney		Vice President - Eastern Division
James C. Holloway		Treasurer & Assistant Secretary
Charlotte Darling		Assistant Secretary
Margaret McReynolds		Assistant Secretary

CERTIFICATE OF INCUMBENCY
FOR
TERMINIX INTERNATIONAL, INC.
PAGE 2

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Cora Jones	<u>Cora Jones</u>	Assistant Secretary

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
the Corporation this 3rd day of December 1986.

TERMINIX INTERNATIONAL, INC.

BY Charlotte Darling
Charlotte Darling
Assistant Secretary

PLAN OF COMPLETE LIQUIDATION AND
DISSOLUTION OF TERMINIX INTERNATIONAL, INC.

This Plan of Complete Liquidation and Dissolution (hereinafter referred to as the "Plan"), is for the purpose of effecting the complete liquidation and dissolution of TERMINIX INTERNATIONAL, INC. (hereinafter referred to as the "Company") through the sale and distribution by it of all of its assets in complete liquidation pursuant to Section 337 of the Internal Revenue Code of 1954, as amended (hereinafter referred to as the "Code"). Such liquidation shall be accomplished in the manner stated in this Plan.

1. Approval by Stockholders. This Plan shall be submitted to the stockholders of the Company for adoption at a special meeting of the stockholders to be held on July 18, 1986. The Plan shall become effective upon its adoption by the affirmative vote of the holders of two-thirds of the outstanding shares of stock of the Company.

2. Sale and Distribution of Assets. After the Plan has become effective, the Board of Directors shall proceed to take such steps which they may deem necessary or desirable to accomplish the liquidation and dissolution of the Company, including the following:

- (a) The Company shall proceed to negotiate a sale of its pest control division upon such terms and conditions as shall be determined by the Board of Directors of the Company.
- (b) Following the disposition of the Company's pest control division, the Company shall wind up its affairs and distribute to its stockholders, in proportion to their respective holdings, one or more liquidating distributions comprised of cash and other properties of the Company, retaining only such amounts as may be deemed necessary by the Board of Directors to meet expenses of the Company in connection with the winding up of the Company's affairs and to cover the payment of any liabilities, contingent or otherwise, of the Company which are not otherwise assumed by the purchaser of the pest control division, at such times as provided herein or as may be determined by the Board of Directors of the Company. In no event, however, may the final liquidating distribution be delayed beyond twelve months following the adoption of this Plan by the stockholders.
- (c) The Company may place any undelivered or unclaimed distributions to stockholders in the hands of a trustee appointed by the Company to hold such undelivered or unclaimed distributions for the account

and benefit of such stockholders. Any such distributions remaining undelivered or unclaimed after the expiration of the statutory claims period shall be disposed of by the trustee pursuant to the applicable escheat or abandonment of property laws of the State of Tennessee.

- (d) The President and Secretary of the Company are authorized, empowered and directed to file all documents which they deem necessary or advisable to effect the complete liquidation of the Company, including Articles of Dissolution pursuant to Section 48-1-1007 of the Tennessee Business Corporation Act and information returns on Treasury Department Forms 966, 1096 and 1099L, together with a final income tax return for the Company.
- (e) The officers of the Company are authorized and directed to pay all such fees and taxes and to do or cause to be done such other acts and things as they may deem necessary or proper in order to carry out the liquidation and dissolution of the Company, including such acts as, in the opinion of counsel for the Company, may be necessary to conform with the provisions of Sections 331 and 337 of the Code.

3. Dissolution. As soon as practicable after the accomplishment of the foregoing transactions and in any event before the end of the twelve-month period following the adoption of the Plan by the stockholders, the Company shall be formally dissolved in accordance with the laws of the State of Tennessee, without further action of the stockholders.

4. Authorization of Necessary Acts. The officers and directors of the Company are authorized, empowered and directed to do any and all other things in its name and behalf which they deem necessary or advisable in order to carry out the purposes and intentions of this Plan, including, but not limited to, the power to adopt all resolutions, execute all documents, incur and pay all expenses, file all papers (including, without limitation, a certificate of dissolution with the Secretary of the State of Tennessee), abandon, release, or otherwise dispose of, without consideration, any and all claims or other assets of the Company which cannot practically be collected, sold or distributed to stockholders, and take all other action that they may deem necessary or desirable for the purpose of effecting the dissolution of the Company and the complete liquidation of its business, assets and affairs.

5. Termination or Abandonment. The Board of Directors may terminate or abandon this Plan at any time prior to the completion of the transactions contemplated herein, without further action by the stockholders, if the Board should determine that this Plan is not in the best interests of the stockholders.

MINUTES OF THE SPECIAL MEETING OF
THE SHAREHOLDERS OF
TERMINIX INTERNATIONAL, INC.

A special meeting of the Shareholders of Terminix International, Inc. (hereinafter referred to as the "Corporation"), was held at the offices of Cook Flexner & Co., Inc., located at 885 Third Avenue, New York, New York, on Friday, July 18, 1986, at 9:15 A.M.

The following Shareholders, constituting a quorum, were present:

Edward W. Cook
Everett R. Cook, II
Fred E. Slocum

Edward W. Cook, Chairman of the Corporation, acted as Chairman and Fred E. Slocum, Senior Vice President of the Corporation, acted as Secretary of the meeting.

The Chairman stated that the purpose of the meeting was to discuss his memorandum to the Board of Directors of the Corporation dated July 16, 1986 regarding the sale of the Corporation's pest control division and the liquidation of the Corporation. The Chairman advised the Shareholders that the Board of Directors had earlier that day authorized the Corporation to retain Goldman, Sachs & Co. in connection with the proposed sale of the Corporation's pest control division.

The Chairman then moved to consider the adoption of a Plan of Liquidation for the Corporation which would authorize the sale of the Corporation's pest control division, and the dissolution of the Corporation pursuant to the Tennessee General Corporation Act. After full discussion, the motion was duly seconded and carried, adopting the following resolution:

RESOLVED, that a Plan of Liquidation for the Corporation be adopted authorizing the sale of the Corporation's pest control division and the dissolution of the Corporation pursuant to the Tennessee General Corporation Act.

The Chairman then instructed Mr. Slocum to have an appropriate Plan of Liquidation prepared by counsel and attached to the minutes of this meeting.

There being no further business to come before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.



Chairman



Secretary

8319D

WAIVER OF NOTICE
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
TERMINIX INTERNATIONAL, INC.
NOVEMBER 12, 1986

We, the undersigned, being all of the members of the Board of Directors of Terminix International, Inc., a Tennessee corporation, do hereby generally waive any and all notice of the time, place, and purpose of a special meeting of the Board of Directors and consent that same be held in the offices of the Corporation, 855 Ridge Lake Boulevard, Memphis, Tennessee, on November 12, 1986, at 8:00 p.m. Memphis time, for the purpose of transacting any business that may properly come before the meeting.



Edward W. Cook



Everett R. Cook, II



Carlos H. Cantu



Frank A. Jones, Jr.



Fred E. Slocum

Memphis, Tennessee
November 12, 1986

SVM000268

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
TERMINIX INTERNATIONAL, INC.
NOVEMBER 12, 1986

A special meeting of the Board of Directors of Terminix International, Inc., a Tennessee corporation, was held in the office of the Corporation, 855 Ridge Lake Boulevard, Memphis, Tennessee, on November 12, 1986, at 2:00 p.m. Memphis time. Waiver of notice of the meeting, signed by all of the members of the Board of Directors, is attached hereto and made a part of these minutes.

Present at the meeting were the following members of the Board of Directors:

E. W. Cook
Carlos H. Cantu
Everett R. Cook
Frank A. Jones
Fred E. Slocum

Also present, at the invitation of the Board, were the following:

Terminix International, Inc.

Thomas W. Scherer
C. J. Hromada
Paul A. Bert
Dorris E. Burchett
Eugene D. Gauthreaux
John McFadden
James W. Toney
James C. Holloway
Bill G. Young

Goldman Sachs & Company

Rome G. Arnold

Gunster, Yoakley, Criser & Stewart, P.A.

Michael V. Mitrione

Mr. Cook presided and Mr. Slocum recorded the minutes of the meeting.

The Chairman stated that the purpose of the meeting was to consider the advisability of approving the sale of the Corporation's pest control division to ServiceMaster Industries, Inc. After discussion and upon motion duly made, seconded, and unanimously carried, it was resolved that

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
TERMINIX INTERNATIONAL, INC.
NOVEMBER 12, 1986
PAGE 2

WHEREAS, On July 18, 1986, resolutions were adopted by the Board of Directors and the Shareholders of the Corporation authorizing the sale of the Corporation's pest control division; now, therefore, be it

RESOLVED, That the sale of the Corporation's pest control division to ServiceMaster Industries, Inc. is hereby approved; and be it further

RESOLVED, That the proper officers of the Corporation or any of them are authorized to take such action as may be necessary or appropriate to effect the sale contemplated.

The President then stated that the next order of business related to the advisability of approving employment contracts with certain key officers/employees of the Corporation, which contracts shall be assumed by ServiceMaster Industries, Inc. at the time of closing of the sale to them of the Corporation's pest control division. After discussion and upon motion duly made, seconded, and unanimously carried, it was

RESOLVED, That employment contracts with the following key officers/employees of the Corporation are hereby approved, which contracts shall be assumed by ServiceMaster Industries, Inc. at the time of closing of the sale to them of the Corporation's pest control division:

Carlos H. Cantu - President, Chief Operating
Officer, and Director
Thomas W. Scherer - Senior Vice President -
Finance & Administration
C. J. Hromada - Senior Vice President -
Licensee Operations & Technical
Services
Paul A. Bert - Vice President
Dorris E. Burchett - Vice President - Western
Division
Eugene D. Gauthreaux - Vice President - Central
Division
John McFadden - Vice President - Corporate Counsel
James W. Toney - Vice President - Eastern Division
James C. Holloway - Treasurer & Assistant
Secretary
Bill G. Young - Director of Personnel

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
TERMINIX INTERNATIONAL, INC.
NOVEMBER 12, 1986
PAGE 3

There being no further business to come before the meeting, it
was adjourned.



Fred E. Slocum, Secretary

SCHEDULE A-1

TERMINIX INTERNATIONAL, INC. STOCKHOLDERS
AS OF JULY 18, 1986

<u>Stockholder</u>	<u># Shares</u>
Edward W. Cook	112,248.0
Estate of Phoebe W. Cook	15,501.4
Watamar Holding, S. A., Luxembourg	15,585.0
Frank A. Jones	4,005.0
Cosinus, S. A.	3,870.0
Edward W. Cook, Jr.	1,702.4
James S. Gilliland	2,200.0
Robert J. Williams	700.0
Cook International, Inc.	
Profit Sharing Retirement Plan	1,000.0
J. L. Welsh Successor TR	
for Edward W. Cook, Jr. UA 7/15/68 Trust	1,060.5
Barbera C. Brooks	992.9
Carlos H. Cantu & Gloria L. Cantu,	
JT TEN WRO Survivorship	666.6
E. W. Cook & Phoebe C. Welsh TR/O The	
Cook Children Trust U/W/O	607.3
W. C. Grapes & Esther A. Grapes, JT TEN	306.6
Karen Cook Cust. for Everett Cook, III	
U/NY UNIF Gifts to Minors Act	86.0
Terry R. Slocum & Fred Slocum, JT TEN	10.0
Patricia L. Cook	168.5
Margaret G. McReynolds	3.7
Kendall Cook	161.0
Mark W. Cook	161.0
Everett R. Cook, II	7,869.0
Monrich Holdings Ltd. Money Purchase Pension Plan	176.0
C. Gerald Goldsmith	200.0
 TOTAL	 169,280.9

NOTE: On July 21, 1986, Thomas M. Flexner elected to exercise his option to purchase 300 shares of Terminix International, Inc. stock pursuant to the Incentive Stock Option Agreement between Cook International, Inc. and Thomas M. Flexner dated July 10, 1984, which Option Agreement was subsequently amended by written agreement (Amendment to Option Agreement) on April 30, 1985.

APPENDIX A

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 1

Certificate Issued To: CARLOS H. CANTU

Number of Shares of
Stock Represented
by this Certificate: 1,584

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

CARLOS H. CANTU

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

ONE THOUSAND FIVE HUNDRED EIGHTY-FOUR

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000273

CERTIFICATE NO. 1

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 1

Certificate Issued To: CARLOS H. CANTU

Number of Shares of
Stock Represented
by this Certificate: 1,584

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

CARLOS H. CANTU

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

ONE THOUSAND FIVE HUNDRED EIGHTY-FOUR

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000275

CERTIFICATE NO. 1

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 2

Certificate Issued To: DORRIS E. BURCHETT

Number of Shares of
Stock Represented
by this Certificate: 429

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

DORRIS E. BURCHETT

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

FOUR HUNDRED TWENTY-NINE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 2

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 3

Certificate Issued To: EUGENE D. GAUTHREAUX, JR.

Number of Shares of
Stock Represented
by this Certificate: 429

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

EUGENE D. GAUTHREAUX, JR.

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

FOUR HUNDRED TWENTY-NINE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 3

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 4

Certificate Issued To: JAMES W. TONEY

Number of Shares of
Stock Represented
by this Certificate: 429

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

JAMES W. TONEY

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

FOUR HUNDRED TWENTY-NINE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000281

CERTIFICATE NO. 4

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 5

Certificate Issued To: CHARLES J. HROMADA

Number of Shares of
Stock Represented
by this Certificate: 396

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

CHARLES J. HROMADA

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THREE HUNDRED NINETY-SIX

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 5

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 6

Certificate Issued To: JAMES C. HOLLOWAY

Number of Shares of
Stock Represented
by this Certificate: 396

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

JAMES C. HOLLOWAY

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THREE HUNDRED NINETY-SIX

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 6

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 7

Certificate Issued To: PAUL A. BERT

Number of Shares of
Stock Represented
by this Certificate: 396

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

PAUL A. BERT

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THREE HUNDRED NINETY-SIX

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000287

CERTIFICATE NO. 7

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 8

Certificate Issued To: THOMAS W. SCHERER

Number of Shares of
Stock Represented
by this Certificate: 396

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

THOMAS W. SCHERER

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THREE HUNDRED NINETY-SIX

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 8

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 9

Certificate Issued To: JOHN MCFADDEN

Number of Shares of
Stock Represented
by this Certificate: 363

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

JOHN MCFADDEN

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THREE HUNDRED SIXTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 9

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 10

Certificate Issued To: BILL G. YOUNG

Number of Shares of
Stock Represented
by this Certificate: 66

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

BILL G. YOUNG

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

SIXTY-SIX

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000293

CERTIFICATE NO. 10

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 11

Certificate Issued To: ROBERT E. MURPHY, JR.

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

ROBERT E. MURPHY, JR.

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000295

CERTIFICATE NO. 11

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

SVM000296

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 12

Certificate Issued To: TIMOTHY SPANGLER

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

TIMOTHY SPANGLER

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000297

CERTIFICATE NO. 12

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

Certificate No. 13

December 3, 1986

Certificate Issued To: MICHAEL G. OSTIEN

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has
received a stock certificate issued in the name of

MICHAEL G. OSTIEN

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and
conditions of that certain Voting Trust Agreement dated December
3, 1986 by and between L. T. Van Eerden, as Trustee, and all of
the stockholders of the Company. During the term of the trust,
the Trustee and his successor, if any, shall, as provided in said
agreement, possess and be entitled to vote all of the said shares
for all purposes except as provided in the Voting Trust
Agreement.

(over)

CERTIFICATE NO. 13

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


J. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 14

Certificate Issued To: CLARENCE E. WATSON

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

CLARENCE E. WATSON

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 14

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 15

Certificate Issued To: W. CECIL RHODES

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

W. CECIL RHODES

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 15

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

SVM000304

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 16

Certificate Issued To: KENNETH LEO BOURGEOIS

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

KENNETH LEO BOURGEOIS

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000305

CERTIFICATE NO. 16

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 17

Certificate Issued To: JACK ROGER SUMNER

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

JACK ROGER SUMNER

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000307

CERTIFICATE NO. 17

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 18

Certificate Issued To: VICTOR A. CHARLES

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

VICTOR A. CHARLES

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

CERTIFICATE NO. 18

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 19

Certificate Issued To: HOWARD STRELSIN

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

HOWARD STRELSIN

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000311

CERTIFICATE NO. 19

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

December 3, 1986

Certificate No. 20

Certificate Issued To: N. ERIC ANDERSON

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has received a
stock certificate issued in the name of

N. ERIC ANDERSON

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and conditions
of that certain Voting Trust Agreement dated December 3, 1986 by and
between L. T. Van Eerden, as Trustee, and all of the stockholders
of the Company. During the term of the trust, the Trustee and his
successor, if any, shall, as provided in said agreement, possess and
be entitled to vote all of the said shares for all purposes except
as provided in the Voting Trust Agreement.

(over)

SVM000313

CERTIFICATE NO. 20

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

SVM000314

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

Certificate No. 21

December 3, 1986

Certificate Issued To: JAMES W. BUMBAUGH

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has
received a stock certificate issued in the name of

JAMES W. BUMBAUGH

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and
conditions of that certain Voting Trust Agreement dated December
3, 1986 by and between L. T. Van Eerden, as Trustee, and all of
the stockholders of the Company. During the term of the trust,
the Trustee and his successor, if any, shall, as provided in said
agreement, possess and be entitled to vote all of the said shares
for all purposes except as provided in the Voting Trust
Agreement.

(over)

CERTIFICATE NO. 21

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

VOTING TRUST CERTIFICATE

FOR SHARES OF
TM SPECIAL PARTNER, INC.
a Delaware corporation

Certificate No. 22

December 3, 1986

Certificate Issued To: LOUIS F. ROSSI

Number of Shares of
Stock Represented
by this Certificate: 33

Total Shares of Stock
Held in the Voting
Trust as of the Date
of this Certificate: 5,280

This is to certify that the undersigned Trustee has
received a stock certificate issued in the name of

LOUIS F. ROSS

evidencing the ownership of the following number of shares of
Common Stock of TM Special Partner, Inc., a Delaware corporation
(the "Company")

THIRTY-THREE

and that such shares are held subject to all the terms and
conditions of that certain Voting Trust Agreement dated December
3, 1986 by and between L. T. Van Eerden, as Trustee, and all of
the stockholders of the Company. During the term of the trust,
the Trustee and his successor, if any, shall, as provided in said
agreement, possess and be entitled to vote all of the said shares
for all purposes except as provided in the Voting Trust
Agreement.

(over)

SVM000317

CERTIFICATE NO. 22

It is understood and agreed that no voting rights shall pass to the holder hereof by virtue of the ownership of this Certificate.

Stock certificates for the stock represented by this certificate shall be due for delivery by the Trustee to the Holder, at the office of the Company, upon the termination of the Voting Trust Agreement in accordance with its provisions or in accordance with law.

Stock certificates for the stock represented by this certificate shall also be due for delivery to the Company, for and on behalf of the Holder, in the following circumstances:

- (a) Upon the exercise by the Company of its rights under Article III of the Amended Agreement of Limited Partnership of The Terminix International, a Delaware limited partnership (the "Partnership Agreement") if and to the extent that such rights are exercised with respect to the stock of the Company represented by this Certificate; or
- (b) Upon the exercise by the said The Terminix International Company of its rights under Article XIII of the Partnership Agreement if and to the extent that such rights are exercised so as to affect the stock of the Company represented by this Certificate.

IN WITNESS WHEREOF, the undersigned Trustee has executed this certificate as of the date first above written.


L. T. Van Eerden, Trustee

AGREEMENT OF LIMITED PARTNERSHIP
OF
THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP,
A DELAWARE LIMITED PARTNERSHIP

This Agreement of Limited Partnership is entered into by and between Terminix MGP, Inc., a Delaware corporation, and TM Special Partner, Inc., a Delaware corporation, as the General Partners (the "General Partners"), and Vernon T. Squires of Chicago, Illinois, as the limited partner (the "Organizational Limited Partner").

ARTICLE I

Organizational Matters

1.1 Formation. The General Partners and the Organizational Limited Partner hereby form the Partnership as a limited partnership pursuant to the provisions of the Delaware Limited Partnership Act (the "Delaware Act"). Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Delaware Act. The Partnership interest of any Partner shall be personal property for all purposes.

1.2 Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "The Terminix International Company". The Partnership's business may be conducted under any other name or names deemed advisable by the General Partners, including the name of the General Partner or any Affiliate. The words "Limited Partnership" shall be included in the Partnership's name where necessary for the purposes of complying with the laws of any jurisdiction that so requires. The General Partners in their sole discretion may change the name of the Partnership at any time and from time to time.

1.3 Registered Office; Principal Office. The address of the registered office of the Partnership in the State of Delaware shall be Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be 2300 Warrenville Road, Downers Grove, Illinois 60515, or such other place as the General Partner may from time to time designate to the Partners. The Partnership may maintain offices at such other place or places as the General Partner deems advisable.

1.4 Power of Attorney. (a) Each Partner hereby constitutes and appoints each of the General Partners, L. T. Van Eerden and

Vernon T. Squires, with full power of substitution as his or its true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices all certificates and other instruments and all amendments there of which the General Partners deem reasonable and appropriate or necessary to form, qualify, or continue the qualification, the Partnership as a limited partnership (or a partnership in which limited partners have limited liability) in the State of Delaware and in all other jurisdictions in which the Partnership may conduct business or own property.

1.5 Term. The Partnership shall commence upon the filing of the Certificate of Limited Partnership of the Partnership in accordance with the Delaware Act and shall continue in existence until the close of Partnership business on December 31, 2036 or until the earlier termination of the Partnership in accordance with the provisions hereof.

ARTICLE II

Purpose

The purpose of the Partnership is to take such actions as are necessary or desirable to enable ServiceMaster Industries Inc., a Delaware corporation ("ServiceMaster"), to comply with its obligations under that certain agreement dated November 12, 1986 between Terminix International, Inc., a Tennessee corporation and ServiceMaster and to otherwise prepare the Partnership to conduct a termite inspection and extermination, pest control and product sales business, all for the production of income and credit.

ARTICLE III

Capital Contributions

3.1 General Partners. Neither of the General Partners shall be required to contribute to the capital of the Partnership except (a) as may be necessary to pay liabilities of the Partnership for which provision cannot otherwise be made through cash flow generated from operations of the Partnership or debt incurred in accordance with this Agreement, or (b) as otherwise expressly required pursuant to the provisions of this Agreement.

3.2 Organizational Limited Partner. The Organizational Limited Partner shall contribute to the Partnership cash in the amount of \$1.00.

3.3 Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with federal income tax accounting principles, maintained in accordance with Treasury Regulation Section 1.704-1(b).

3.4 Interest. No interest shall be paid by the Partnership

on Capital Contributions or on balances in Partners' Capital Accounts.

3.5 No Withdrawal. A Partner shall not be entitled to withdraw any part of his or its Capital Contribution or his or its Capital Account or to receive any distribution from the Partnership, except as provided in this Agreement.

3.6 Loans from Partners. Loans by a Partner to the Partnership shall not be considered Capital Contributions. If any Partner shall advance funds to the Partnership in excess of the amounts required hereunder to be contributed by it to the capital of the Partnership, the making of such advances shall not result in any increase in the amount of the Capital Account of such Partner. The amounts of any such advances shall be a debt of the Partnership to such Partner and shall be payable or collectible only out of the Partnership assets in accordance with the terms and conditions upon which such advances are made. All such advances shall be made on terms at least as favorable as the Partnership could bargain for at arms length with unrelated third party lenders.

ARTICLE IV

Allocations and Distributions

4.1 Determination of Profits and Losses. The profits and losses of the Partnership shall be determined for each Fiscal Year in accordance with the accrual method of accounting within ninety (90) days after the end of such Fiscal Year. The terms "Profits" and "Losses" as used herein include each item of Partnership income, gain, loss, deduction and credit, as the case may be.

4.2 Allocation of Operating Profits and Losses. Except as otherwise provided herein, the Profits and Losses of the Partnership, shall be allocated with respect to each Fiscal Year in the following manner:

- (a) Profits. Such Profits shall be allocated 1% to Terminix MGP, Inc., 16% to TM Special Partner, Inc., and 83% to the Organizational Limited Partner.
- (b) Losses. Such Losses shall be allocated 1% to Terminix MGP Inc., 8% to TM Special Partner, Inc., and 91% to the Organizational Limited Partner.

4.3 Deficit in Capital Account Balances. Upon dissolution and termination of the Partnership, the General Partners shall contribute to the capital of the Partnership an amount equal to the negative balances, if any, in their Capital Accounts. Any amount contributed by a General Partner under this Section 4.3 shall be distributed according to the priorities set forth in

this Agreement.

ARTICLE V

Distributions of Net Cash Flow

5.1 Distributions of Net Cash Flow. The net cash flow of the Partnership shall be distributed to the Partners in proportion to their respective Percentage Interests.

ARTICLE VI

Management and Operation of Business

6.1 Management. (a) Terminix MGP, Inc., as one of the General Partners, shall conduct, direct and exercise full control over all activities of the Partnership. For purposes of this Article VI and the remaining articles of this Agreement, said general partner is referred to as the "Managing General Partner". Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the Managing General Partner, and no other Partner shall have any right of control or management power over the business and affairs of the Partnership.

(b) TM Special Partner, Inc., as the other general partner, shall carry out such management responsibilities in respect of the business of the Partnership as the Managing General Partner may delegate from time to time.

6.2 Certificate of Limited Partnership. (a) The General Partners shall file a Certificate of Limited Partnership of the Partnership with the Secretary of State of the State of Delaware as required by the Delaware Act and shall cause to be filed such other certificates or documents as may be determined by the Managing General Partner to be reasonable and necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the Limited Partner has limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business.

(b) To the extent that the Managing General Partner in its sole discretion determines such action to be reasonable and necessary or appropriate and not in contravention of this Agreement, the General Partners shall file amendments to the Certificate of Limited Partnership and do all the things to maintain the Partnership as a limited partnership (or a partnership in which the Limited Partner has limited liability) under the laws of the State of Delaware or any other state in which the Partnership may elect to do business.

(c) Subject to applicable law, the Managing General Partner may omit from the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of Delaware and

from any other certificates or documents filed in any other state in order to qualify the Partnership to do business therein, and from all amendments thereto, the name and address of the Organizational Limited Partner or any other limited partners that may be admitted to the Partnership and information or relating to the Capital contributions and share of profits and compensation of all limited partners.

6.3 Partnership Funds. The funds of the Partnership shall be deposited in such account or accounts as are designated by the Managing General Partner. All withdrawals from or charges against such accounts shall be made by the Managing General Partner or by its officers or agents. Funds of the Partnership may be invested as determined by the Managing General Partner, except in connection with acts otherwise prohibited by this Agreement.

6.4 Liabilities of the Managing General Partner and Affiliates. Neither the Managing General Partner, its Affiliates nor their directors, officers, employees or agents shall be liable to the Partnership, the other general partner or to the Organizational Limited Partner or to any persons who have acquired an interest in the Partnership, whether as a limited partner or otherwise, for errors in judgment or for any acts or omissions taken in good faith.

6.5 Title to Partnership Assets. Title to Partnership assets, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the Managing General Partner or one or more nominees, as the Managing General Partner may determine.

ARTICLE VII

Rights and Obligations of the Organizational Limited Partner

7.1 Limitation of Liability. The Organizational Limited Partner shall not have any liability under this Agreement except as provided in this Agreement or in the Delaware Act.

7.2 Management of Business. The Organizational Limited Partner shall not take part in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership except for those documents described in Section 1.4.

7.3 Return of Capital. The Organizational Limited Partner shall not be entitled to the withdrawal or return of his Capital

Contribution except as provided in Section 7.4 and except to the extent, if any, that distributions made pursuant to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement.

7.4 Automatic Termination of the Organizational Limited Partner's Interest. Upon the execution by the General Partners and the persons who constitute the Class A Limited Partners and the Class B Limited Partner under the Amended and Restated Agreement of Limited Partnership of Terminix International Company Limited Partnership as annexed as Exhibit 5.04 to that certain agreement between Terminix International, Inc. and ServiceMaster Industries Inc dated November 12, 1986, all amounts contributed by the Organizational Limited Partner shall be returned to him and the interest of the Organizational Limited Partner shall thereupon terminate and the Organizational Limited Partner shall thereafter have no interest whatsoever in the Partnership.

ARTICLE VIII

Books, Records, Accounting and Reports

8.1 Records and Accounting. The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business.

ARTICLE IX

Tax Matters

9.1 Preparation of Tax Returns. The Managing General Partner shall arrange for the preparation and timely filing of all or returns of Partnership income, gains, deductions, losses and other items necessary for federal and state income tax purposes and shall furnish to Partners within 90 days of the close of the taxable year the tax information reasonably required for federal and state income tax reporting purposes.

9.2 Taxation as a Partnership. No election shall be made by the Partnership or any Partner for the Partnership to be excluded from the application of any of the provisions of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

ARTICLE X

Transfer of Interests

10.1 Transfer. (a) The term "transfer," when used in this Article X with respect to a Partnership interest, includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mort-

gage, exchange or any other disposition.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article X. Any transfer or purported transfer of any Partnership Interest not made in accordance with this Article X shall be null and void.

10.2 Transfer of Interest of General Partner. The General Partners may not transfer all or any part of their Partnership Interest.

10.3 Transfer of Interest of Limited Partners. The Organizational Limited Partner may not transfer all or any part of his partnership Interest as a limited partner except that if the Organizational Limited Partner dies, resigns or is unable to act any one of his partners in the Chicago, Illinois law firm of Wilson & McIlvaine shall succeed to his Partnership Interest as a limited partner in the Partnership.

ARTICLE XI

Admission of Substituted Partners

11.1 Admission of Successor Limited Partner. The successor or successors of the Partnership Interest of the Organizational Limited Partner shall be admitted to the Partnership as a Limited Partners upon furnishing to the Managing General Partner (a) acceptance in form satisfactory to the General Partner of all the terms and conditions of this Agreement and (b) such other documents or instruments as may be required in order to effect their admission as limited partners.

11.2 Amendment of Agreement and of Certificate of Limited Partnership. For the admission to the Partnership of any successor Partner, the Managing General Partner shall take all steps necessary and appropriate to prepare as soon as practical an amendment of this Agreement and, if required by law, the Certificate of Limited Partnership. The Managing General Partner may for this purpose exercise the power of attorney granted pursuant to Section 1.4.

ARTICLE XII

Dissolution and Liquidation

12.1 Dissolution. The Partnership shall not be dissolved by the admission of additional or substituted partners in accordance with the terms of this Agreement. The Partnership shall dissolve, and its affairs shall be wound up, upon an election to dissolve the Partnership given to the Managing General Partner by the unanimous consent of all the Partners; or

ARTICLE XIII

Amendment of Partnership Agreement

13.1 Amendments to be Adopted Solely by Managing General Partner. The General Partner (pursuant to its power of attorney from the other Partners), without the consent of the Organizational Limited Partner, may amend any provision of this Agreement, and execute, swear to, acknowledge, deliver, filed and record whenever documents may be required in connection therewith, solely to reflect:

- (a) a change in the name of the Partnership or the location of the principal place of business of the Partnership;
- (b) a change that the Managing General Partner in its sole discretion has determined to be reasonable and necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Organizational Limited Partner has limited liability under the laws of any state or that is necessary or advisable in the opinion of the Managing General Partner to ensure that the Partnership will not be treated as an association taxable as a corporation for federal income tax purposes; or
- (c) a change (i) that in the good faith, discretion of the Managing General Partner does not adversely affect the other Partners in any material respect, or (ii) that is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state agency or judicial authority or contained in any federal or state statute.

ARTICLE XIV

General Provisions

14.1 Addresses and Notices. The address of each Partner for all purposes shall be the address set forth on the signature page of this Agreement or such other address of which each other Partner has received written notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date tele-

communicated if by telegraph, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities is not deliverable, as the case may be, if mailed.

14.2 Titles and Captions. All Article or section titles or captions of this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise references to "Articles" and "Sections" are to Articles and Sections of this Agreement.

14.3 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

14.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

14.5 Integration. This Agreement constitutes the entire Agreement among the parties hereto pertaining to the subject matter hereof and supercedes all prior agreements and understandings pertaining thereto.

14.6 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership

14.7 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

14.8 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each part shall become bound by this Agreement immediately upon affixing its signature hereto independently of the signature of any other party.

14.9 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

14.10 Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any

respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

14.11 Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

TERMINIX GMP, INC.

J. T. Van Sinder
By: _____
Its: President
General Partner

TM SPECIAL PARTNER, INC.

J. T. Van Sinder
By: _____
Its: President
General Partner

Vernon T. Squires
Vernon T. Squires
Organizational Limited Partner

ADDRESSES:

Terminix GMP, Inc.
2300 Warrenville Road
Downers Grove, Illinois 60515

TM Special Partner, Inc.
2300 Warrenville Road
Downers Grove, Illinois 60515

Vernon T. Squires
Wilson & McIlvaine
135 S. LaSalle Street
Chicago, Illinois 60603

VOTING TRUST AGREEMENT

This Agreement is made this 3rd day of December, 1986 by the persons whose names are set forth on the signature page hereto (the "Stockholders") and L. T. Van Eerden (the "Trustee").

WHEREAS:

A. The Stockholders are the owners of all of the issued and outstanding shares of common stock of TM Special Partner, Inc, a Delaware corporation (the "Company");

B. The Company will become a special general partner in The Terminix International Company, a Delaware limited partnership, a partnership organized by ServiceMaster Industries Inc. ("ServiceMaster") to acquire the business and assets of Terminix International, Inc., a Tennessee corporation;

C. In order to carry out the acquisition referred to in Recital B and to better enable The Terminix International Company to operate in accordance with the plans and policies of ServiceMaster (or its successor-in-interest) the Stockholders have entered into an agreement with the Company (the "Stockholders Agreement"); and

D. To implement the Stockholders Agreement, and to provide for the voting of the stock of the Company consistently with the planning of the acquisition

referred to in Recital B, the Stockholders desire to create a voting trust to vote their stock of the Company.

NOW, THEREFORE, in consideration of the premises, the Stockholders and the Trustee agree as follows:

1. TRANSFER OF STOCK TO TRUSTEES. Each of the Stockholders hereby transfers to to the Trustee all of his shares of stock of the Company (the "Shares") and hereby releases to the Trustee the certificate representing the Shares to the Trustee. Each Stockholder agrees to do all other things necessary for the transfer of the Shares to the Trustee and to vest the right to vote the Shares in the Trustee as provided by Section 218 of the Delaware Corporation Law.

2. OTHER STOCKHOLDERS SHALL JOIN. Every person who becomes a Stockholder in the Company in the future shall, as a condition to the issuance of shares to him, become a party to this Agreement by executing the same and transferring and delivering the Shares and the certificate therefor to the Trustee.

3. TRUSTEE TO HOLD SUBJECT TO AGREEMENT. The Trustee shall hold all Shares held by him under this Agreement for the common benefit of the Stockholders, under the terms and conditions as set forth herein.

4. ISSUANCE OF STOCK CERTIFICATES TO TRUSTEE. The Trustee shall surrender to the proper officers of the Company all certificates of stock which are transferred to him as provided

herein, and in their stead the Trustee shall procure new certificates issued to him as Trustee under this Voting Trust Agreement. Such certificates shall contain the reference to this trust which is required by Section 218 of the Delaware Corporation Law.

5. VOTING TRUST CERTIFICATES. The Trustee shall issue to each of the Stockholders a Certificate (the "Trust Certificate") for the Shares transferred to the Trustee. Each Trust Certificate shall state that it is issued under this Agreement, shall state the number of Shares of the Company for which it was issued, and shall set forth the nature and proportional amount of the beneficial interest thereunder of the person to whom it is issued. The Trust Certificate shall be substantially in the form of Appendix A hereto.

6. TRUSTEE'S RECORDS. The Trustee shall keep a list of the Shares of the Company transferred to him and a record of all Trust Certificates issued on his books. Such records shall contain the names and addresses of the Trust Certificate holders and the number of Shares represented by each such certificate. Such list and record shall be open at all reasonable times to the inspection by any holder of a Trust Certificate.

7. RESTRICTION ON TRANSFER OF VOTING TRUST CERTIFICATE. Each of the Stockholders agrees that during the term of this Agreement, he will not sell or otherwise transfer (except by operation of law) the Trust Certificate issued to him except in accordance with the terms and conditions of the

Stockholders Agreement.

8. STATUS OF TRUST CERTIFICATES. Except as provided in Paragraph 9, the Trust Certificate shall be regarded as stock of the Company for the purposes of any provision of the By-laws of said corporation imposing conditions and restrictions upon the sale of stock of the Company and for the purposes of the right to receive distributions made by the Company with respect to its stock.

9. TRUSTEE TO VOTE STOCK. It shall be the duty of the Trustee, and he shall have full power and authority and he is hereby fully empowered and authorized to vote with reference to such stock, as in the judgment of the Trustee may be for the best interest of the Company, at all meetings of the Stockholders of the Company, for the election of directors and upon any and all matters in question which may be brought before such meetings, as fully as any Stockholder might do if personally present, provided that the Trustee shall vote the stock in a manner consistent with directions duly given pursuant to Section 1.2 of the Stockholders Agreement. The Trust Certificate shall not convey any right to vote the stock which is represented by such certificate.

10. TRUSTEE'S LIABILITY. The Trustee shall use his best judgment in voting the stock held by him, but the Trustee shall not be liable for any vote cast, or consent given by him, in good faith and in the absence of gross negligence.

11. DISTRIBUTIONS TO BE MADE TO STOCKHOLDERS.
Distributions made by the Company in respect of its stock shall

be made to the Stockholders and not to the Trustee. This Agreement is intended only to vest the right to vote the stock of the Company in the Trustee and not to grant to the Trustee the right to receive distributions.

12. TRUSTEE'S INDEMNITY. The Trustee shall be entitled to be indemnified by the Stockholders in proportion to the number of Shares held by each against all costs, charges, expenses and other liabilities properly incurred by him in the exercise of any power conferred upon him by this Agreement and not in breach of this Agreement. The Stockholders, and each of them, hereby covenant with the Trustee that they will, in proportion to the amount of their respective Shares and interests, hold harmless and keep indemnified the Trustee of and from all loss or damage which they may sustain or be put to by reason of anything he may lawfully do in good faith in the execution of this trust.

13. APPOINTMENT OF TRUSTEE TO FILL VACANCY. If the Trustee dies or resigns or refuses or becomes unable to act, ServiceMaster (or its successor-in-interest) shall appoint a successor Trustee to fill the vacancy, and any person so appointed shall thereupon be vested with all the duties, powers and authority of the Trustee hereunder as if originally named herein.

14. TRUSTEE BOUND BY THE STOCKHOLDERS AGREEMENT. The Trustee and each successor Trustee subsequently appointed, shall sign a copy of the Stockholders Agreement and shall thus signify his consent to be bound thereby and his agreement to comply with

the provisions thereof to the extent such provisions contemplate action by the Trustee. All of the terms, provisions and conditions of the Stockholders Agreement shall apply to the Voting Trustee hereunder with the same force and effect as if the Voting Trustee had originally signed said Stockholders Agreement.

15. CONTINUANCE AND TERMINATION OF TRUST. The Trust hereby created shall be continued until ten years from the date first above written, and shall then terminate. Upon termination of the Trust, the Trustee shall, upon the surrender of the Trust Certificates by the respective holders thereof, transfer to them the Shares of stock which they represent.


16. LEGEND. All Trust Certificates issued by the Trustee hereunder shall have endorsed thereon the statement which is set forth in Section 6.1 of the Stockholders Agreement.

17. CORRELATION WITH STOCKHOLDERS AGREEMENT. This Voting Trust Agreement is entered into in accordance with and in pursuance of the provisions of Section 3 of the Stockholders Agreement. The provisions of this Voting Trust Agreement shall be construed consistently with the provisions of said Stockholders Agreement. In the event of a conflict in the provisions hereof and the provisions of said Stockholders Agreement, the provisions of said Stockholders Agreement shall prevail.

18. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Stockholders and Trustee have

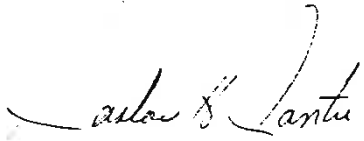
executed this Agreement the day and year first above written.



L. T. Van Eerden, not
personally but as the Trustee
hereunder


SEE NEXT PAGE FOR
STOCKHOLDERS' SIGNATURES

SIGNATURE PAGE
TO VOTING TRUST AGREEMENT
DATED DECEMBER 3, 1986


Carlos H. Cantu


Dorris E. Burchett



Eugene D. Gauthreaux, Jr.


James W. Toney

Charles J. Hromada

James C. Holloway

Paul A. Bert


Thomas W. Scherer


John McFadden

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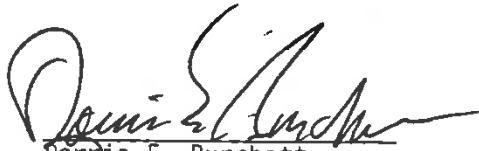
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James W. Bumbaugh

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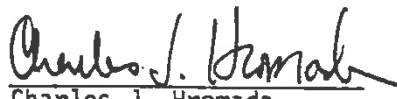
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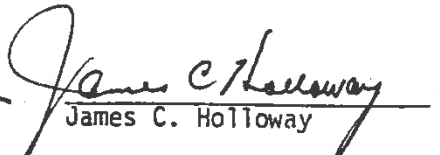
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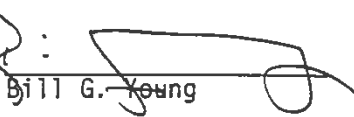

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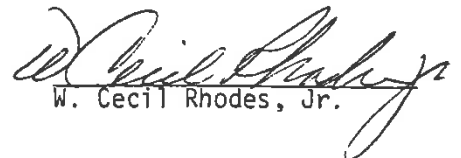

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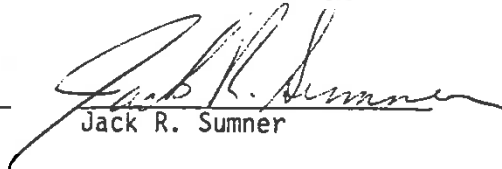
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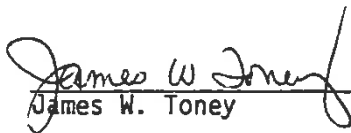
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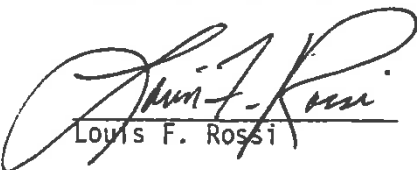
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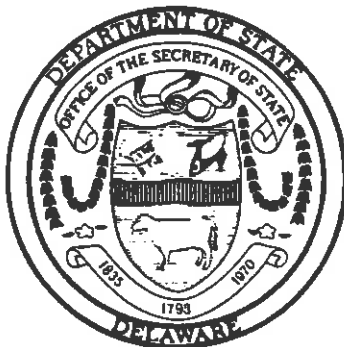
Louis F. Rossi



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

! ! ! ! ! ! ! ! ! !



726345089


Michael Harkins, Secretary of State

AUTHENTICATION: ;1040957

DATE: 12/11/1986

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP

This Certificate of Limited Partnership of The Terminix International Company Limited Partnership (the "Partnership") is being executed and filed by the undersigned General Partners (the "General Partners"), by their duly authorized attorney-in-fact, to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act (6 Del.C. Section 17-101 et seq).

ARTICLE ONE

The name of the limited partnership formed hereby is The Terminix International Company Limited Partnership.

ARTICLE TWO

The address of the registered office of the Partnership in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the name and address of the registered agent for service of process on the Partnership in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

ARTICLE THREE

The names and business addresses of the General Partners of the Partnership are:

<u>Name</u>	<u>Business Address</u>
Terminix MGP Inc.	2300 Warrenville Road Downers Grove, Illinois 60515 Attn: Chief Executive Officer
TM Special Partner, Inc.	2300 Warrenville Road Downers Grove, Illinois 60515 Attn: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 24th day of November, 1986 by their duly authorized attorney-in-fact.

GENERAL PARTNER:
TERMINIX MGP, INC.

By: Vernon T. Squires

Vernon T. Squires
Attorney-in-Fact

GENERAL PARTNER:
TM SPECIAL PARTNER, INC.

By: Vernon T. Squires

Vernon T. Squires
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The foregoing Certificate of Limited Partnership of
The Terminix International Company Limited Partnership was
acknowledged before me this 24th day of November 1986 by
VERNON T.SQUIRES, as attorney in fact on behalf of Terminix
MGP, Inc. and as attorney in fact on behalf of TM Special
Partner, Inc.


Notary Public

My Commission expires
on 5/8/88

CERTIFICATE


The undersigned, as the Assistant Secretary of TERMINIX MGP, Inc. a Delaware corporation (the "Company") and on behalf of the Company, HEREBY CERTIFIES to Terminix International, Inc. that:

I am the duly elected and qualified Assistant Secretary of the Company;

Each of the persons named below is a duly elected or appointed and a duly qualified officer of the Company and has consistently held since December 15, 1986 and now holds the office or offices set forth opposite his name:

Chairman and Chief Executive Officer	C. William Pollard
President and Chief Operating Officer	Carlos H. Cantu
Vice President and Chief Financial Officer	R. D. Erickson
Treasurer	R. F. Keith
Secretary	Susan D. Kruder
Assistant Secretary	L. T. Van Eerden, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the corporation this 18th day of December 1986.


L. T. Van Eerden, Jr.
Assistant Secretary

CORPORATE SEAL

SVM000354

C E R T I F I C A T E

The undersigned, on behalf of Terminix MGP, INC., a Delaware corporation (the "Company"), hereby certifies to Terminix International, Inc., a Tennessee corporation, that:

I am the duly elected and qualified Assistant Secretary of the Company;

Attached hereto as Exhibit A is a true and correct copy of the Company's bylaws as in effect from December 3, 1986 to the date of the Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 15 day of December, 1986.


Assistant Secretary

[CORPORATE SEAL]

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
OF
CALIFORNIA NICKEL, A CALIFORNIA LIMITED PARTNERSHIP

California Nickel Corporation, General Partner of California Nickel, a California Limited Partnership (the "Partnership"), formed under California Law, with its Certificate of Limited Partnership (hereinafter the "Certificate") dated September 28, 1982, as the same may have been amended, filed in the Recorder's office of Los Angeles County, California under file no. 82-998740; Terminix International, Inc. (Successor in Interest to Cook International, Inc. by Merger), the Limited Partner of the Partnership; and Cook Investment Properties, Inc., a Delaware corporation (the "Transferee") hereby amend the Certificate as follows:

1. The recitals to the Certificate are amended to delete the Limited Partner and to insert the Transferee as the substitute Limited Partner.
2. Section 4 of the Certificate is amended by deleting the name and address of the Limited Partner as contained therein and by substituting the following in its place: Cook Investment Properties, Inc., 205 Royal Palm Way, Palm Beach, Florida 33480.

IN WITNESS WHEREOF, the undersigned have executed and sworn to this Amendment on December 29, 1986.

CALIFORNIA NICKEL CORPORATION
As General Partner

By: Harris Lowenhaupt
Harris Lowenhaupt
As Its: President

TERMINIX INTERNATIONAL, INC.
(Successor in Interest to
Cook International, Inc. by
Merger) As Limited Partner

By: Fred E. Slocum, Senior
Fred E. Slocum, Senior
Executive Vice President

Recording Requested by
and When Recorded Mail to:
John E. Kruger, Esq.
Waring Cox
1300 Morgan Keegan Tower
50 N. Front St.
Memphis, TN 38103

COOK INVESTMENT PROPERTIES, INC.
As Transferee

By: Fred E. Slocum
Fred E. Slocum, Secretary
and Treasurer

BOOK 321 PAGE 161

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SVM000356

STATE OF CALIFORNIA)
COUNTY OF DEL NORTE) ss

On this 29th day of December in the year 1986, before me, ROSE S. RORLING, a Notary Public of said State, duly commissioned and sworn, personally appeared Harris Lowenhaupt, known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed and swore to the within instrument as his On behalf of the corporation therein and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Rose S. Rorling
NOTARY PUBLIC
In and For Said State

My Commission Expires:
9/25/87



STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

On this 29th day of December in the year 1986, before me, Rose S. Rorling, a Notary Public of said State, duly commissioned and sworn, personally appeared Fred E. Slocum, known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed and swore to the within instrument as Senior Executive Vice President on behalf of the Corporation therein and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Rose S. Rorling
NOTARY PUBLIC
In and For Said State

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 1, 1989
Issued by S&S&S Insurance Company of Florida

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

On this 29th day of December in the year 1986, before me,
Carl J. Jones, a Notary Public of said
State, duly commissioned and sworn, personally appeared Fred E.
Slocum, known to me (or proved to me on the basis of satis-
factory evidence) to be the person who executed and swore to the
within instrument as Secretary and Treasurer on behalf of the
corporation therein and acknowledged to me that such corporation
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.

Carl J. Jones
NOTARY PUBLIC
In and For Said State

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 1, 1989
Issued by DAVID Insurance Company of America